

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
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Serial Number:	72352251	JAM PAC
Serial Number:	72387576	SUPER SLICKS
Serial Number:	75941839	FIELD KING
Serial Number:	73014175	LIBBY LEE
Serial Number:	73132519	KEEP ON TRUCKING
Serial Number:	73138879	LINDBERG
Serial Number:	73212042	FAT KATS
Serial Number:	73243860	RUBY'S
Serial Number:	73235653	LOTSA'WAYS
Serial Number:	73403124	BUBBLE MAGIC
Serial Number:	73421937	MAGIC WAND
Serial Number:	73490015	GRASSHOPPER
Serial Number:	73643314	WHY NOT PARTY?
Serial Number:	73664537	HARD BODY
Serial Number:	73702154	FIFTH AVENUE GIRL
Serial Number:	73690758	NOGGINS
Serial Number:	73728760	PLANTSTERS
Serial Number:	74125173	FASHION GIRL
Serial Number:	74165475	KID LEAGUE
Serial Number:	74205332	LOVE MY DOLLY
Serial Number:	74337188	HARD BODY DIE-CAST METAL TOUGH!
Serial Number:	74409344	WEIRD-OHS
Serial Number:	74419537	BLOW-LOONS
Serial Number:	74420007	WONDER BOUNCERS
Serial Number:	74504322	TIM MEE TOY
Serial Number:	74529229	MARSHAL
Serial Number:	74419999	LOTSA FUN
Serial Number:	74441949	TIM MEE TOY
Serial Number:	74419536	BUBBLE FORCE
Serial Number:	74418507	COMET FLYER
Serial Number:	74419543	BUBBLE FLYER
Serial Number:	74622606	LIL' GARDENER
Serial Number:	74502173	COLORQUEST
Serial Number:	75036723	LINDBERG
Serial Number:	74086258	MINI-WHEELS

Serial Number:	74441919	HEAVY HAULER
Serial Number:	74561137	BRITE-LITE
Serial Number:	75445315	AFTERNOON TEA
Serial Number:	75443550	ENGLISH BREAKFAST
Serial Number:	75495611	PUSH, PEDAL & RIDE TRIKE
Serial Number:	75443825	WEDDING MOMENTS
Serial Number:	75401237	SUPER-SNAP
Serial Number:	75194810	HEARTS 'N HOME
Serial Number:	75442994	LITTLE GOURMET
Serial Number:	75194800	SUZY HOMEMAKER
Serial Number:	75854972	ARE YOU NUTS!?
Serial Number:	75788949	WOOD BUILDERS
Serial Number:	75751144	GROW & RIDE
Serial Number:	75625781	SCOOT & GO
Serial Number:	75625784	MIGHTY WHEELS
Serial Number:	75617044	PULL BACK AND GO
Serial Number:	75511691	SAFE START
Serial Number:	76025690	POWER RIGS
Serial Number:	75636127	TOOTSİETOY FUN PURE AND SIMPLE
Serial Number:	75748669	FUN. . . PURE AND SIMPLE
Serial Number:	75855910	TILT N TURN
Serial Number:	75766866	FUN...PURE AND SIMPLE
Serial Number:	75826362	AMERICAN WEST
Serial Number:	76026309	BUBBLE BUGS
Serial Number:	76146938	TERROR-RISERS
Serial Number:	75798553	WONDER GRIP
Serial Number:	78006205	CALI CRUISER
Serial Number:	76156105	AMERICAN PIONEER
Serial Number:	75766656	TOOTSİETOY FUN.. .PURE AND SIMPLE
Serial Number:	76242040	PP
Serial Number:	76308114	LEFT COAST LEGENDS
Serial Number:	76013953	MILLION BUBBLES
Serial Number:	76245964	PLAY-N-PRO
Serial Number:	76488726	SPINE RACERS
Serial Number:	76510125	BUBBLE TORNADO

Serial Number:	76510103	TEENY TINY BUBBLES
Serial Number:	76491023	BUBBLE BLIZZARD
Serial Number:	76577869	POCKET HOPPER
Serial Number:	76611938	LITTLE HOUSEKEEPING SET
Serial Number:	76611046	CARSON
Serial Number:	76588293	HIDE AWAY
Serial Number:	78616845	SNAP FIT
Serial Number:	78618233	HOTTIES
Serial Number:	78659048	HYDRAULIC HOPPERS
Serial Number:	78401721	URBAN NATION

CORRESPONDENCE DATA

Fax Number: (319)366-4551

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3193667795

Email: JMcCright@1010crlaw.com

Correspondent Name: Jon M. McCright

Address Line 1: 425 2nd Street S.E., Suite 1010

Address Line 4: Cedar Rapids, IOWA 52401

NAME OF SUBMITTER:	Jon M. McCright
Signature:	/jon m mccright/
Date:	01/06/2009

Total Attachments: 59

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SECURITY AGREEMENT

AGREEMENT, made *December 30, 2008* between J. Lloyd International, Inc , with its chief executive office located at *4520 20th Avenue S.W , Cedar Rapids, Iowa 52404* ("Debtor") and *Jody L. Keener, whose address is 4520 20th Avenue S.W , Cedar Rapids, Iowa 52404* ("Secured Party")

Background

A The Debtor and the other entities comprising the Borrowers are jointly and severally indebted to the Secured Party in the amount of up to Ten Million Dollars (\$10,000,000) as evidenced by the Notes. The Debtor is also contingently liable to the Secured Party pursuant to the Unlimited Guaranty of the Debtor.

B. To induce the Secured Party to enter into the Credit Agreement, and as a condition to the Advances thereunder, the Debtor has agreed to grant a continuing first priority lien on, and security interest in and to, the Collateral to secure its obligations under the Credit Agreement, the Notes and its Unlimited Guaranty

Agreement

In consideration of the Background and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be bound legally, agree as follows:

SECTION 1. Definitions

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement. As used herein, the plural includes the singular and the singular includes the plural. The following additional terms, as used herein, have the following respective meanings:

"*Accountants*" means the certified public accountant engaged by the Debtor from time-to-time

"*Accounts*" means all "accounts" (as defined in the UCC) now owned or hereafter acquired by the Debtor, and shall also mean and include all accounts receivable, other receivables, book debts, notes, drafts and other obligations or indebtedness owing to the

Debtor (other than forms of obligations evidenced by chattel paper, documents or instruments) arising from the sale, lease or exchange of goods or other property by it and/or the performance of services by it or from any other transaction (including, without limitation, any such obligation which might be characterized as an account, contract right or general intangible under the Uniform Commercial Code in effect in any jurisdiction) and all of the Debtor's rights in, to and under all purchase orders for goods, services or other property, and all of the Debtor's rights to any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit) and all monies due to or to become due to the Debtor under all contracts and purchase orders for the sale, lease or exchange of goods and other property and/or the performance of services by it (whether or not yet earned by performance on the part of the Debtor), in each case whether now in existence or hereafter arising or acquired including, without limitation, the right to receive the proceeds of said purchase orders and contracts and all collateral security and guarantees of any kind given by any person with respect to any of the foregoing

"*Advances*" has the meaning set forth in the Credit Agreement

"*Assigned Agreements*" means each of the agreements listed on the attached *Schedule "A"*

"*Borrowers*" means J Lloyd International, Inc , an Iowa corporation

"*Chattel Paper*" means chattel paper (as defined in the UCC) now owned or hereafter acquired by the Debtor, wherever located

"*Closing Date*" means the date of this Agreement

"*Collateral*" has the meaning set forth in Section 3 hereof

"*Copyright*" means any material protected under state or federal copyright law

"*Copyright License*" means any agreement now or hereafter in existence granting to the Debtor any rights related to any Copyright

"*Credit Agreement*" means the Credit Agreement dated as of the date hereof between the Borrowers and the Secured Party, as amended, modified or supplemented from time to time

"*Debtor*" means J Lloyd International, Inc , an Iowa corporation

"*Documents*" means all "documents" (as defined in the UCC) or other receipts covering, evidencing or representing goods, now owned or hereafter acquired by the Debtor, wherever located, including, without limitation, all bills of lading, dock warrants, dock receipts, warehouse receipts, and other documents of title

"*Equipment*" means all "equipment" (as defined in the UCC) now owned or hereafter acquired by the Debtor including, without limitation, all machinery, equipment, furnishings, vehicles and computers and other electronic data-processing and other office equipment, and any and all additions, substitutions and replacements of any of the foregoing, together with all attachments, components, parts, equipment, and accessories installed on or affixed to any of the foregoing

"Fixtures" means all "fixtures" (as defined in the UCC) now owned or hereafter acquired by the Debtor, wherever located, and, in any event, including, without limitation, all of the fixtures, systems, machinery, apparatus, equipment and fittings of every kind and nature whatsoever and all appurtenances and additions thereto and substitutions therefor or replacements thereof, now or hereafter attached or affixed to or constituting a part of, or located in or upon, real property wherever located (including, without limitation, all heating, electrical, mechanical, lighting, lifting, plumbing, ventilating, air-conditioning and air cooling, refrigerating, incinerating and power, loading and unloading, signs, escalators, elevators, boilers, communication, switchboards, sprinkler and other fire prevention and extinguishing fixtures, systems, machinery, apparatus and equipment, and all engines, motors, dynamos, machinery, pipes, pumps, tanks, conduits and ducts constituting a part of any of the foregoing, together with all extensions, improvements, betterments, renewals, substitutes, and replacements of, and all additions and appurtenances to any of the foregoing property)

"General Intangibles" means all "general intangibles" (as defined in the UCC) now owned or hereafter acquired by the Debtor including, without limitation, all right, title and interest which the Debtor may now or hereafter have in or under any contracts, customer lists, Intellectual Property, service marks, trade names, business names, corporate names, trade styles, logos and other source or business identifiers, and all applications therefor and reissues, extensions and renewals thereof, rights in intellectual property, interests in and rights to distributions from partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records, goodwill (including, without limitation, the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License), all rights and claims in or under insurance policies (including, without limitation, insurance for fire damage, loss, and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key person, and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit accounts and other bank accounts, rights to receive tax refunds, and other payments and rights of indemnification

"Instruments" means all "instruments" (as defined in the UCC), now owned or hereafter acquired by the Debtor, wherever located, including, without limitation, all certificated securities, all certificates of deposit, and all notes and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, chattel paper

"Intellectual Property" means all Trademarks, Trademark Licenses, Patents, Patent Licenses, Copyrights, Copyright Licenses

"Inventory" means all "inventory" (as defined in the UCC), now owned or hereafter acquired by the Debtor, wherever located, and, in any event, including, without limitation, all inventory, merchandise, goods and other personal property which are held by or on behalf of the Debtor for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in the Debtor's business or in the processing, production, packaging, promotion, delivery or shipping of the same, including, without limitation, other supplies, and all finished goods

"Secured Party" means Jody L. Keener, a resident of the state of Iowa

"*Patent License*" means any written agreement now or hereafter in existence granting to the Debtor any right to practice any invention on which a Patent is in existence

"*Patents*" means all the following: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and (ii) all reissues, continuations, continuations-in-part or extensions thereof

"*Permitted Liens*" means the Security Interests and the Liens on the Collateral permitted to be created, to be assumed or to exist pursuant to the terms of this Agreement

"*Proceeds*" means all proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, the Collateral including, without limitation, all claims of the Debtor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any Collateral, and any condemnation or requisition payments with respect to any Collateral, in each case whether now existing or hereafter arising

"*Secured Obligations*" means the Obligations, including (a) all principal of and interest, (b) all other amounts payable (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Debtor) by the Debtor hereunder or under the Credit Agreement, the Notes, the Debtor's Unlimited Guaranty and the other Loan Documents, and (c) any renewals or extensions, replacements or substitutions of any of the foregoing

"*Security Interests*" means the security interests granted pursuant to Section 3 hereof, as well as all other security interests created or assigned as additional security for the Secured Obligations pursuant to the provisions of this Agreement

"*Trademark License*" means any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark

"*Trademarks*" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and, (iii) all goodwill of the business symbolized by any trademark

"*UCC*" means the Uniform Commercial Code in effect on the date hereof in the state of Connecticut; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interests in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Connecticut, "*UCC*" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect or perfection or non-perfection

SECTION 2. *Representations and Warranties*

The Debtor represents and warrants as follows:

(a) The Debtor has good and marketable title to all of the Collateral, free and clear of any Liens other than the Permitted Liens, none of which prohibit or interfere with the Debtor's ownership of the Collateral. The Debtor has taken all actions necessary under the UCC to perfect its interest in any Accounts purchased or otherwise acquired by it, as against its assignors and creditors of its assignors.

(b) The Debtor has not performed any acts which might prevent the Secured Party from enforcing any of the terms of this Agreement or which would limit the Secured Party in any such enforcement. Other than financing statements or other similar or equivalent documents or instruments with respect to the Security Interests and Permitted Liens, no financing statement, mortgage, security agreement or similar or equivalent document or instrument covering all or any part of the Collateral is on file or of record in any jurisdiction in which such filing or recording would be effective to perfect a Lien on such Collateral. No Collateral is in the possession of any Person (other than the Debtor) asserting any claim thereto or security interest therein, except that the Secured Party or its designee may have possession of Collateral as contemplated hereby.

(c) When Financing Statements on Form UCC-1 in appropriate form have been filed in the appropriate offices, which filings have been accomplished on or prior to the Closing Date, the Security Interests shall constitute valid and perfected security interests in the Collateral (except Inventory in transit) to the extent that a security interest therein may be perfected by filing pursuant to the UCC, prior to all other Liens and rights of others therein.

(d) The Inventory and Equipment are insured in accordance with the requirements hereof and of the Credit Agreement.

(e) All Inventory has or will have been produced in compliance with the applicable requirements of the U.S. Fair Labor Standards Act, as amended.

(f) The Debtor has the Patents, Trademarks and registered Copyrights set forth on the attached *Schedule "A"*.

(g) The Patents, Trademarks and registered Copyrights on Schedule "A" are the only Patents, Trademarks and registered Copyrights to which the Debtor has title or rights.

SECTION 3. *The Security Interests*

(a) To secure the full and punctual payment of the Secured Obligations in accordance with the terms thereof, and to secure the performance of all of the obligations of the Debtor hereunder and under the Credit Agreement, the Notes and the Debtor's Unlimited Guaranty and the agreements executed or delivered in connection therewith, the Debtor hereby grants to the Secured Party a continuing security interest in and to all of the following property of the Debtor, whether now owned or existing or hereafter acquired by or arising in favor of the Debtor (including, without limitation, under any tradenames, styles or divisions thereof) and whether owned or consigned by, or leased to, the Debtor, regardless of where located (all being collectively referred to as the "Collateral"):

(i) Accounts;

(ii) Chattel Paper;

(iii) All contracts, undertakings, or agreements (other than rights evidenced by chattel paper, documents or instruments) in or under which the Debtor may now hereafter have any right, title or interest including, without limitation, any agreement relating to the terms of payment or the terms of performance of any amount of the Debtor;

(iv) Documents;

(v) Equipment;

(vi) Fixtures;

(vii) General Intangibles;

(viii) Instruments;

(ix) Intellectual Property;

(x) Inventory;

(xi) All money, cash or cash equivalents of the Debtor;

(xii) All books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) of the Debtor pertaining to any of the Collateral;

(xiii) All other goods and personal property of the Debtor, whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by the Debtor, and wherever located;

(xiv) To the extent not otherwise included, all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing

(xv) All Assigned Agreements; and

(xvi) All Proceeds of all or any of the Collateral described in clauses (i) through (xvi) hereof

(b) The grant of the security interests set forth in subsection (a) above shall be deemed to encompass all names under which the Debtor has conducted, or is presently conducting business

(c) The Security Interests are granted as security only and shall not subject the Secured Party to, or transfer or in any way affect or modify, any obligation or liability of the Debtor with respect to any of the Collateral or any transaction in connection therewith

SECTION 4. *Further Assurances: Covenants*

(a)

(i) The Debtor will not change the location of its chief executive office or chief place of business unless it shall have given the Secured Party 30 days prior notice thereof and delivered an opinion of counsel with respect therein in accordance with Section 4(n) hereof, or the locations where it keeps or holds any Collateral or any records relating thereto from the application locations described in the Credit Agreement unless either (1) the cost or market value (whichever is higher) of the Collateral in such new location is less than \$2,500 in any one instance and \$10,000 in the aggregate for all instances, or (2) the Debtor shall have given the Secured Party 30 days prior notice of such change of location and, if requested by the Secured Party, delivered an opinion of counsel with respect thereto in accordance with Section 4(n) hereof. The Debtor shall not in any event change the location of any Collateral if such change would cause the Security Interests in such Collateral to lapse or cease to be perfected

(ii) The Debtor will not change its name, identity or partnership structure in any manner unless it shall have given the Secured Party 30 days prior notice thereof and delivered an opinion of counsel with respect thereto in accordance with Section 4(n) hereof

(b) The Debtor will, from time-to-time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, security agreement, or other agreement or other paper and take any other action (including, without limitation, any filings with the United States Patent and Trademark Office or the United States Copyright Office and any filings of Financing Statements on Form UCC-1 or Continuation Statements on Form UCC-2 or UCC-3 under the UCC) that from time-to-time may be necessary or desirable, or that the Secured Party may request, to create,

preserve, upgrade in rank (to the extent required hereby), perfect, confirm or validate the Security Interests or security interests in any Intellectual Property which the Debtor acquires after the Closing Date, or to enable the Secured Party to obtain the full benefits of this Agreement, or to enable the Secured Party to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the Collateral. To the extent permitted by law, the Debtor hereby authorizes the Secured Party to execute and file Financing Statements on Form UCC-1 or Continuation Statements on Form UCC-2 or UCC-3 without the Debtor's signature appearing thereon. The Debtor agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a Financing Statement is sufficient as a Financing Statement. The Debtor shall pay the costs of, or incidental to, any recording or filing of any Financing or Continuation Statements or any filing or recording of any document or agreement at the United States Patent and Trademark Office or United States Copyright office concerning the Collateral.

(c) If any Collateral is at any time in the possession or control of any warehouseman, bailee or any of the Debtor's agents or processors, the Debtor shall (i) notify such warehouseman, bailee, agent or processor of the Security Interests created hereby and (ii) instruct such warehouseman, bailee, agent or processor to hold all such Collateral for the Secured Party's account subject to the Secured Party's instructions.

(d) The Debtor shall keep (and make available to the Secured Party on its request) full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as the Secured Party may reasonably require to reflect the Security Interests, including, without limitation, a record of all payments received and all credits granted with respect to the Collateral and all other dealings with the Collateral. For the Secured Party's further security, the Debtor agrees that the Secured Party shall have a security interest in all of the Debtor's books, records and computer software pertaining to the Collateral and, upon the occurrence and during the continuance of any Event of Default, the Debtor shall, at the Secured Party's request, deliver and turn over any such books and records to the Secured Party (or to its representatives). The Secured Party shall have the right, exercisable as frequently as the Secured Party (or its representatives) determines to be appropriate, during normal business hours (or at such other times as may reasonably be requested by the Secured Party or its representatives), to inspect, audit and make photocopies, printouts and extracts from all of the Debtor's records, files, books, correspondence and computer software, and the Debtor agrees to render to the Secured Party (or its representatives), at the Debtor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.

(e) The Debtor will immediately deliver and pledge each Instrument to the Secured Party, appropriately endorsed to the Secured Party, provided that so long as no Event of Default shall have occurred and be continuing, the Debtor may retain for collection in the ordinary course any Instruments (other than checks and drafts constituting payments in respect of Accounts) received by it in the ordinary course of business and the Secured Party shall, promptly upon request of the Debtor, make appropriate arrangements for making any other Instrument pledged by the Debtor available to it for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate to the Secured Party, against a trust receipt or like document).

(f) The Debtor shall use its best efforts to cause to be collected from the Account Debtors, as and when due, any and all amounts owing under or on account of each Account (including, without limitation, Accounts which are delinquent, such Accounts to be collected in accordance with lawful collection procedures) and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Account, except that, unless an Event of Default has occurred and is continuing, the Debtor may allow in the ordinary course of business as adjustments to amounts owing under its Accounts (i) an extension or renewal of the time or times of payment, or settlement for less than the total unpaid balance, which the Debtor finds appropriate in accordance with sound business judgment and (ii) a refund of credit due as a result of returned or damaged merchandise, all in accordance with the Debtor's ordinary course of business consistent with its historical collection practices. The costs and expenses (including, without limitation, attorneys' fees) of collection incurred by the Debtor and costs and expenses (including, without limitation, attorneys' fees) of collection, if any, incurred by the Secured Party, shall be borne by the Debtor.

(g) Upon the occurrence and during the continuance of any Event of Default, upon request of the Secured Party, the Debtor will promptly notify (and the Debtor hereby authorizes the Secured Party so to notify) each Account Debtor in respect of any Account or Instrument that such Collateral has been assigned to the Secured Party hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to the Secured Party or its designee, and the Debtor agrees that upon the Debtor's failure to so notify, the Secured Party shall have the right to so notify Account Debtors. The Debtor agrees that if the Debtor receives payments directly from an Account Debtor subsequent to the occurrence of an Event of Default, then the Debtor shall hold the proceeds received from such collections in trust for the Secured Party, without commingling the same with other funds of the Debtor and shall turn over the same to the Secured Party immediately upon receipt in the identical form received.

(h) The Debtor shall, (i) on or prior to the date hereof in the case of Equipment now owned, and (ii) within 10 days of acquiring any other Equipment, deliver to the Secured Party any and all certificates of title, applications for title or similar evidence of ownership, if any, of such Equipment and shall cause the Secured Party to be named a lienholder on any such certificate of title or other evidence of ownership. The Debtor shall promptly inform the Secured Party of any additions to, or deletions from, the Equipment and shall not permit any such items to become a Fixture to real estate or an accession to other personal property.

(i) The Debtor will not (i) sell, lease, exchange, assign, license or otherwise dispose of, or grant any option with respect to, any Collateral or (ii) create, incur or suffer to exist any lien with respect to any Collateral, except for the Permitted Liens.

(j) The Debtor has caused the Secured Party to be named as an insured party and loss payee on each insurance policy covering risks relating to any of its Inventory and Equipment and will take such steps necessary to ensure the continuance of such actions subsequent to the date hereof. The Debtor will deliver to the Secured Party, upon request of the Secured Party, the insurance policies for such insurance. Each such insurance policy shall include effective waivers by the insurer of subrogation and of all claims for insurance premiums against the Secured Party, provide that all insurance proceeds shall be adjusted with and payable to the Secured Party and provide that no

cancellation or termination thereof shall be effective until at least 60 days have elapsed after receipt by the Secured Party of written notice thereof.

(k) The Debtor will, promptly upon request, provide to the Secured Party all information and evidence the Secured Party may reasonably request concerning the Collateral, and in particular, the Accounts, to enable the Secured Party to enforce the provisions of this Agreement

(l) The Secured Party shall have the right to make test verifications of the Accounts and physical verifications and appraisals of the Inventory and other Collateral in any manner and through any medium that it considers advisable, and the Debtor agrees to furnish all such assistance and information as the Secured Party may require in connection therewith. The Secured Party may at any time in the Secured Party's own name, or in the name of the Debtor, communicate with Account Debtors, parties to contracts, obligors in respect of Instruments and obligors in respect of Chattel Paper to verify with such Persons, to the Secured Party's satisfaction, the existence, amount and terms of any such Accounts, contracts, Instruments or Chattel Paper. Upon the occurrence and continuation of an Event of Default, the Debtor, at its own expense, shall cause the Accountants then engaged by the Debtor, to prepare and deliver to the Secured Party at any time and from time to time promptly upon the Secured Party's request the following reports: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts as the Secured Party may request. The Debtor, at its own expense, shall cause the Accountants to deliver to the Secured Party the results of any physical verification of all or any portion of its Inventory made or observed by such Accountants when and if such verification is conducted

(m) The Debtor shall notify the Secured Party immediately (i) of its acquisition after the Closing Date of any registered Copyright, Copyright License, Patent, Patent License, Trademark or Trademark License and (ii) if it knows, or has reason to know, that any application or registration relating to any Copyright, Patent or Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent or Trademark Office, United States Copyright Office or any court) regarding the Debtor's ownership of any Copyright, Patent or Trademark, its right to register the same, or to keep and maintain the same. In the event that any Copyright, Copyright License, Patent, Patent License, Trademark or Trademark License is infringed, misappropriated or diluted by a third party, the Debtor shall notify the Secured Party promptly after it learns thereof and shall, unless the Debtor shall reasonably determine that any such action would be of negligible economic value, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as the Debtor shall reasonably deem appropriate under the circumstances to protect such Copyright, Copyright License, Patent, Patent License, Trademark or Trademark License. In no event shall the Debtor, either itself or through any agent, employee or licensee, file an application for the registration of any Copyright, Patent or Trademark with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, unless not less than 30 days prior thereto it informs the Secured Party, and, upon request of the Secured Party, executes and delivers any and all agreements, instruments, documents and papers the Secured Party may request to

evidence the Security Interests in such Copyright, Patent or Trademark and the goodwill and general intangibles of the Debtor relating thereto or represented thereby, and the Debtor hereby constitutes and appoints the Secured Party its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an interest, shall be irrevocable until the Secured Obligations are paid in full

(n) Not more than 60 days and not less than 30 days prior to (i) each anniversary of the Closing Date during the term of this Agreement (if requested by the Secured Party) and (ii) each date on which the Debtor proposes to take any action contemplated by Section 4(a)(i)(X) or Section 4(a)(ii) or, if requested by the Secured Party in accordance with such Section, Section 4(a)(i)(Y), the Debtor shall, at its cost and expense, cause to be delivered to the Secured Party an opinion of counsel, in form and substance satisfactory to the Secured Party, to the effect that all Financing Statements and amendments or supplements thereto, and Continuation Statements and other documents required to be recorded or filed to perfect and protect the Security Interests for a period, specified in such opinion, continuing until a date not earlier than 18 months from the date of such opinion, against all creditors of and purchasers from the Debtor, have been filed in each filing office necessary for such purpose and that all filing fees and taxes, if any, payable in connection with such filings have been paid in full

(o) From time-to-time and upon request by the Secured Party, the Debtor shall, at its cost and expense, cause to be delivered to the Secured Party an opinion of counsel, satisfactory to the Secured Party as to such matters relating to the transactions contemplated hereby as the Secured Party may reasonably request

SECTION 5. *Assigned Agreements*

The Debtor represents, warrants and agrees as follows:

(a) The Assigned Agreements constitute the legal, valid and binding obligations of the Debtor and, to the best of its knowledge, the other parties thereto, enforceable in accordance with their respective terms

(b) The Debtor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement to be performed by the Debtor under the Assigned Agreements

(c) At the request of the Secured Party, and at the sole cost and expense of the Debtor, the Debtor will enforce or secure the performance of each and every obligation, covenant, condition and agreement contained in the Assigned Agreements to be performed by the other parties thereto

(d) The Debtor will not modify, amend or agree to vary any of the Assigned Agreements in any material respect or otherwise act or fail to act in a manner likely (directly or indirectly) to entitle any party thereto to claim that the Debtor is in default under the terms thereof

(e) The Debtor will not terminate or permit the termination of any Assigned Agreement, except in accordance with its terms

(f) Without the prior written consent of the Secured Party, the Debtor will not waive or in any manner release or discharge any party to any Assigned Agreement from any of the material obligations, covenants, conditions and agreements to be performed by it under such Assigned Agreement including, without limitation, the obligation to make all payments in the manner and at the time and places specified

(g) If the Secured Party so requests, the Debtor will hold any payments received by it which are assigned and set over to the Secured Party by this Agreement for and on behalf of the Secured Party and, in accordance with the Credit Agreement, turn them promptly over to the Secured Party forthwith in the same form in which they are received for application in accordance with the terms and conditions of this Agreement and the Credit Agreement

(h) The Debtor will appear in and defend every action or proceeding arising under, growing out of or in any manner connected with the Assigned Agreements or the obligations, duties or liabilities of the Debtor and any assignee thereunder

(i) Should the Debtor fail to make any payment under the Credit Agreement, the Notes or the Unlimited Guaranty, or to do any act as herein provided, the Secured Party may (but without obligation on the Secured Party's part to do so and without notice to or demand on the Debtor and without releasing the Debtor from any obligation hereunder) make or do the same in such manner and to such extent as the Secured Party may deem necessary to protect the security interests provided hereby, including specifically, without limiting the general powers, the right to appear in and defend any action or proceeding purporting to affect the security interests as provided hereby and the Debtor, and the Secured Party may also perform and discharge each and every obligation, covenant and agreement of the Debtor contained in any Assigned Agreement and, in exercising any such powers, pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees

(j) Upon the request of the Secured Party, the Debtor will send to the Secured Party copies of all notices, documents and other papers furnished or received by it with respect to any of the Assigned Agreements

SECTION 6. *General Authority*

(a) The Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Debtor and in the name of the Debtor or in its own name, from time to time in Secured Party's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby grants to Secured Party the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, and at any time, to do the following:

(i) in the name of the Debtor, in its own name or otherwise, take possession of, endorse and receive payment of any checks, drafts, notes, acceptances, or other Instruments for the payment of monies due under any Collateral;

(ii) continue any insurance existing pursuant to the terms of this Security Agreement, and pay all or any part of the premiums therefor and the costs thereof; and

(iii) receive payment of any and all monies, claims, and other amounts due or to become due at any time arising out of or in respect of any Collateral

(b) The Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Debtor and in the name of Debtor or in its own name, from time to time in Secured Party's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby grants to Secured Party the power and right, on behalf of the Debtor, without notice to or assent by Debtor, upon the occurrence and during the continuance of an Event of Default, to do the following:

(i) ask, demand, collect, receive and give acquittances and receipts for any and all money due or to become due under any Collateral;

(ii) pay or discharge taxes, liens, security interest, or other encumbrances levied or placed on or threatened against the Collateral;

(iii) effect any repairs or obtain any insurance called for by the terms of the Credit Agreement and pay all or any part of the premiums therefor and costs thereof;

(iv) direct any party liable for any payment under or in respect of any of the Collateral to make payment of any and all monies due or to become due thereunder, directly to Secured Party or as Secured Party shall direct;

(v) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, and notices in connection with accounts and other documents constituting or related to the Collateral;

(vi) settle, compromise or adjust any suit, action, or proceeding described above and, in connection therewith, give such discharges or releases as Secured Party may deem appropriate;

(vii) file any claim or take or commence any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such monies due under any Collateral whenever payable;

(viii) commence and prosecute any suits, actions or proceedings of law or equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral;

(ix) defend any suit, action or proceeding brought against the Debtor with respect to any Collateral if the Debtor does not defend such suit, action or proceeding or if Secured Party believes that the Debtor is not pursuing such defense in a manner that will maximize the recovery with respect to such Collateral;

(x) license or, to the extent permitted by an applicable license, sublicense whether general, specific or otherwise, and whether on an exclusive or non-exclusive basis, any Copyright, Patent or Trademark throughout the world for such or terms on such conditions and in such manner as Secured Party shall, in its sole discretion, determine; and

(xi) sell, transfer, pledge, make any agreement with respect to, or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and the Debtor's expense, at any time, or from time to time, all acts and things which Secured Party reasonably deems necessary to perfect, preserve, or realize upon the Collateral and Secured Party's Lien thereon in order to effect the intent of this Security Agreement, all as fully and effectively as the Debtor might do

(c) The Debtor hereby ratifies, to the extent permitted by law, all that said attorneys shall lawfully do or cause to be done by virtue hereof. The power of attorney granted pursuant to this Section 6 is a power coupled with an interest and shall be irrevocable until the Secured Obligations are paid or otherwise satisfied in full.

(d) The powers conferred on Secured Party hereunder are solely to protect Secured Party's interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and none of its officers, directors, employees, agents or representatives shall be responsible to the Debtor for any act or failure to act, except for their own gross negligence or willful misconduct.

(e) The Debtor also authorizes Secured Party, at any time and from time to time, to (i) communicate in its own name with any party to any contract with regard to the assignment of the right, title and interest of the Debtor in and under the contracts and other matters relating thereto, and (ii) execute, in connection with the sale provided for in Section 7 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

SECTION 7. Remedies upon Event of Default

(a) If any Event of Default has occurred and is continuing, the Secured Party may exercise all rights of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) and, in addition, the Secured Party may, without being required by mandatory provisions of law, (i) withdraw all monies, investments, if any, or cash in any blocked account and apply the same as specified in Section 9 hereof, and (ii) if there shall be no such monies, investments or cash or if such monies, investments or cash shall be insufficient to pay all the Secured Obligations in full, sell the Collateral or any part thereof at public or private sale, for cash, upon credit or for future delivery, and at such price or prices as the Secured Party may deem satisfactory. The Secured Party or any Secured Party may be the purchaser of any or all of the Collateral so sold at any public sale (or, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations or if otherwise permitted under applicable law, at any private sale) and thereafter hold the same, absolutely, free from any right or claim of whatsoever kind. The Debtor will execute and deliver such documents and take such other action as the Secured Party deems necessary or advisable so that any such sale may be made in compliance with law. Upon any such sale, the Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold to it absolutely, free from any claim or right of whatsoever kind, including any equity or right of redemption of the Debtor which, to the extent permitted by law, hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted. The notice (if any) of such sale required by Section 6 shall (1) in case of a public sale, state the time and place fixed for such sale, and (2) in the case of a private sale, state the day after which such sale may be consummated. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Secured Party may fix in the notice of such sale. At any such sale, the Collateral may be sold in one lot as an entirety or in separate parcels, as the Secured Party may determine. The Secured Party shall not be obligated to make any such sale pursuant to any such notice. The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by the Secured Party until the selling price is paid by the purchaser thereof, but the Secured Party shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. The Secured Party, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction. The Debtor shall remain liable for any deficiency.

(b) For the purpose of enforcing any and all rights and remedies under this Agreement, the Secured Party may (i) require the Debtor to, and the Debtor agrees that it will, at its expense and upon the request of the Secured Party, forthwith assemble all or any part of the Collateral as directed by the Secured Party and make it available at a

place designated by the Secured Party which is, in its opinion, reasonably convenient to the Secured Party and the Debtor, whether at the premises of the Debtor or otherwise, (ii) to the extent permitted by applicable law, enter, with or without process of law and without breach of the peace, any premises where any of the Collateral is or may be located, and without charge or liability to it seize and remove such Collateral from such premises, (iii) have access to and use the Debtor's books and records relating to the Collateral, and (iv) prior to the disposition of the Collateral, store or transfer it without charge in or by means of any storage or transportation facility owned or leased by the Debtor, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Secured Party deems appropriate and, in connection with such preparation and disposition, use without charge any trademark, trade name, copyright, patent or technical process used by the Debtor

(c) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing,

(i) the Secured Party may license, or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Copyrights, Patents or Trademarks throughout the world for such term or terms, on such conditions and in such manner as the Secured Party shall in its sole discretion determine;

(ii) the Secured Party may (without assuming any obligations or liability thereunder), at any time and from time-to-time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Debtor in, to and under any Copyright Licenses, Patent Licenses or Trademark Licenses and take or refrain from taking any action under any thereof, and the Debtor hereby releases the Secured Party from, and agrees to hold the Secured Party free and harmless from and against any claims arising out of, any lawful action so taken or omitted to be taken with respect thereof; and

(iii) upon request by the Secured Party, the Debtor will execute and deliver to the Secured Party a power of attorney, in form and substance satisfactory to the Secured Party, for the implementation of any lease, assignment, license, sublicense, grant of option, sale or other disposition of a Copyright, Patent or Trademark. In the event of any such disposition pursuant to this Section, the Debtor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing Trademarks or the products or services made or rendered in connection with Patents, or the products or services made or rendered in connection with Copyrights, and its customer lists and other records relating to such Copyrights, Patents or Trademarks and to the distribution of said products, to the Secured Party

SECTION 8. *Limitation on Duty of Secured Party in Respect of Collateral*

Beyond the safe custody thereof, the Secured Party shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Secured Party shall be deemed to have exercised reasonable

care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property, and shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other Secured Party or bailee selected by the Secured Party in good faith

SECTION 9. *Application of Proceeds*

Upon the occurrence and during the continuance of an Event of Default, the proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied by the Secured Party in the following order of priorities:

first, to payment of the expenses of such sale or other realization, including reasonable compensation to the Secured Party and counsel for the Secured Party, and all expenses, liabilities and advances incurred or made by the Secured Party in connection therewith, and any other unreimbursed expenses for which the Secured Party is to be reimbursed under the Credit Agreement or Section 10 hereof and unpaid fees owing to the Secured Party under the Credit Agreement;

second, to the payment of accrued but unpaid interest (including post-petition interest) on the Secured Obligations in accordance with the provisions of the Credit Agreement;

third, to the payment of unpaid principal of the Secured Obligations;

fourth, to the payment of all other Secured Obligations, until all Secured Obligations shall have been paid in full; and

finally, to payment to the Debtor or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds

The Secured Party may make distributions of the foregoing proceeds in cash or in kind or, on a ratable basis, in any combination thereof.

SECTION 10. *Expenses*

In the event that the Debtor fails to comply with the provisions of the Credit Agreement, the Debtor's Unlimited Guaranty, this Agreement or any other agreements executed and delivered by the Debtor in connection therewith or herewith, such that the value of any Collateral or the validity, perfection, rank or value of any Security Interest is thereby diminished or potentially diminished or put at risk, the Secured Party may, but shall not be required to, effect such compliance on behalf of the Debtor, and the Debtor shall reimburse the Secured Party for the costs thereof on demand. All insurance expenses and all expenses of protecting, storing, warehousing, appraising, insuring, handling, maintaining and shipping the Collateral, any and all excise, stamp, transfer, property, sales, and use taxes

imposed by any state, federal or local authority or any other governmental authority on any of the Collateral, or in respect of periodic appraisals and inspections of the Collateral or in respect of the sale or other disposition thereof shall be borne and paid by the Debtor; and, if the Debtor fails to promptly pay any portion thereof when due, the Secured Party may, at its option, but shall not be required to, pay the same, and the Debtor agrees to reimburse the Secured Party on demand. All sums so paid or incurred by the Secured Party for any of the foregoing and any and all other sums for which the Secured Party may become liable hereunder and all costs and expenses (including attorneys' fees, legal expenses and court costs) reasonably incurred by the Secured Party in enforcing or protecting the Security Interests or any of its rights or remedies thereon shall be payable by the Debtor on demand and shall bear interest (after as well as before judgment) until paid at the Default Rate (as defined in the Credit Agreement) and shall be additional Secured Obligations hereunder.

SECTION 11. *Termination of Security Interests: Release of Collateral*

(a) Upon the indefeasible cash repayment in full of all Secured Obligations and the termination of all obligations of the Debtor under the Credit Agreement, the Security Interests shall terminate and all rights to the Collateral shall revert to the Debtor. At any time and from time-to-time prior to such termination of the Security Interests, the Secured Party may release any of the Collateral. Upon any such termination of the Security Interests or release of Collateral, the Secured Party will, at the expense of the Debtor, execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be.

(b) *Reinstatement.* This Agreement shall remain in full force and effect and continue to be effective should a petition be filed by or against the Debtor for liquidation or reorganization, should the Debtor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Debtor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any holder of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

SECTION 12. *Notices*

All notices and other communications provided for hereunder shall, unless otherwise stated herein be in writing (including telecopier, telegraphic, telex, cable communication) and mailed, telecopied, telegraphed, telexed, cabled or delivered, as to each party hereto, at its address set forth under its name on the signature pages hereof or at such other address as

shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall, when mailed, telecopied, telegraphed, telexed or cabled, be effective when deposited in the mail, telecopied, delivered to the telegraph company, confirmed by telex answerback or delivered to the cable company, respectively, in each case addressed as aforesaid

SECTION 13. *Waivers, Non-Exclusive Remedies*

No failure on the part of the Secured Party to exercise, and no delay in exercising and no course of dealing with respect to, any right under the Credit Agreement, the Debtor's Unlimited Guaranty, this Agreement or any other agreements executed and delivered in connection therewith or herewith shall operate as a waiver thereof; nor shall any single or partial exercise by the Secured Party of any right under the Credit Agreement, the Debtor's Unlimited Guaranty, this Agreement or any other agreements executed and delivered in connection therewith or herewith preclude any other or further exercise thereof or the exercise of any other right. The rights in this Agreement, the Debtor's Unlimited Guaranty, the Credit Agreement and the other agreements executed and delivered in connection therewith or herewith are cumulative and are not exclusive of any other remedies provided by law.

SECTION 14. *Successors and Assigns*

This Agreement is for the benefit of the Secured Party and its successors and assigns, and in the event of an assignment of all or any of the Secured Obligations, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Agreement shall be binding on the Debtor and its successors and assigns; provided that the Debtor may not assign any of its rights or obligations hereunder without the prior written consent of the Secured Party

SECTION 15. *Changes in Writing*

Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only in writing signed by the Debtor and the Secured Party

SECTION 16. *Governing Law*

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CONNECTICUT, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAW OF ANY

JURISDICTION OTHER THAN CONNECTICUT ARE GOVERNED BY THE LAWS OF SUCH JURISDICTION

SECTION 17. *Prejudgment Remedy Waivers*

THE DEBTOR ACKNOWLEDGES THAT THE TRANSACTIONS EVIDENCED BY THIS AGREEMENT ARE COMMERCIAL TRANSACTIONS AND WAIVES ITS RIGHT TO NOTICE AND HEARING AS ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE SECURED PARTY MAY DESIRE TO USE, AND FURTHER WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF ANY RENEWALS OR EXTENSIONS. THE DEBTOR ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEYS. THE DEBTOR FURTHER CONSENTS TO THE ISSUANCE OF ANY SUCH PREJUDGMENT REMEDIES WITHOUT A BOND AND AGREES NOT TO REQUEST OR FILE MOTIONS SEEKING TO REQUIRE THE POSTING OF A BOND UNDER PUBLIC ACT 93-431 IN CONNECTION WITH SECURED PARTY'S EXERCISE OF ANY PREJUDGMENT REMEDY

SECTION 18. *Jury Trial Waiver*

THE DEBTOR WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. THE DEBTOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE SECURED PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 18 AND THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEYS

SECTION 19. *Severability*

If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Secured Party to carry out the intentions of the parties hereto as nearly as may be possible, and (ii) the

invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other. This Agreement is to be read, construed and applied together with the Credit Agreement, all Guaranties and the other documents executed or delivered in connection with the transactions contemplated hereby which, taken together with respect to the matters referred to herein and therein, set forth the complete understanding and agreement of the Secured Party and the Borrowers.

The parties hereto have executed this Agreement as of the date first above written.

J Lloyd International, Inc.

By 

President
Debtor

By 

Jody L. Keener
Secured Party

Schedule "A" to Security Agreement

Trademarks

I FEDERAL TRADEMARKS

All trademarks described or depicted or referred to on the attached sheets		

II STATE TRADEMARKS

All trademarks described or depicted or referred to on the attached sheets

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	ApplicationNumber	RegistrationNumber	PublicationDate
CountryName	ApplicationDate	RegistrationDate	ExpirationDate
LINDBERG	2,205,635	1,815,250	
Argentina	1/8/2001	1/8/2001	1/8/2011
ClientName	J. Lloyd International, Inc.		
AttorneyName	Robert W. Hoke		
AgentName			
	DocketNumber	18452-1-110	REG NAT
	Class #	ClassType	Goods
			HOBBY KITS, INCLUDING PLASTIC HOBBY KITS, AIRPLANE HOBBY KITS AND BOAT HOBBY KITS
	672522	672522	
	9/14/1995	9/14/1995	9/14/2012
	DocketNumber	18452-1-F6	REG NAT
	Class #	ClassType	Goods
	028	International	TOYS, GAMES AND PLAYTHINGS, CHILDREN'S TOYS AND TOY VEHICLES
HARD BODY	724,144	724,144	
Australia	12/16/1996	12/16/1996	
ClientName	J. Lloyd International, Inc.		
AttorneyName	Robert W. Hoke		
AgentName	Daves Collison Cave		
	DocketNumber	18452-1-109	REG NAT
	Class #	ClassType	Goods
	028	International	TOY MODEL HOBBYCRAFT KITS
MR. BUBBLES	672520	672520	
Australia	9/14/1995	9/14/1995	9/14/2012
ClientName	J. Lloyd International, Inc.		
AttorneyName	Robert W. Hoke		
AgentName	Cullens		
	DocketNumber	18452-1-F17	REG NAT
	Class #	ClassType	Goods
	028	International	BUBBLE BLOWING TOYS AND BUBBLE FORMING FLUID INTENDED PRIMARILY FOR CHILDREN'S USE

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	ApplicationNumber	RegistrationNumber	PublicationDate
CountryName	ApplicationDate	RegistrationDate	ExpirationDate
TOOTSIE TOY			
Australia	518080	518080	
ClientName	8/29/1989	8/29/1989	8/29/2016
AttorneyName	DocketNumber	18452-1-F18	REG NAT
AgentName	Class #	ClassType	Goods
	028	International	TOYS AND GAMES, INCLUDING MINIATURE TOY VEHICLES INCLUDING AUTOMOBILES, TRUCKS, TRACTORS, AIRPLANES, BOATS, BUBBLE PIPES, INSTRUMENTS AND SOLUTIONS FOR FORMING BUBBLES, PADDLE BALLS, JUMP ROPES AND JACK SETS; TOY GUNS AND HOLSTER SETS; WOODEN PRESCHOOL TOYS AND PUZZLES
TOOTSIE TOY			
Australia	1131583	1131583	
ClientName	8/25/2006	4/16/2007	8/25/2016
AttorneyName	DocketNumber	18452-1-F39	REG NAT
AgentName	Class #	ClassType	Goods
	028	International	TOYS AND GAMES AND PLAYTHINGS, INCLUDING MINIATURE TOY VEHICLES INCLUDING AUTOMOBILES, TRUCKS, TRACTORS, AIRPLANES, BOATS, BUBBLE PIPES, INSTRUMENTS AND SOLUTIONS FOR FORMING BUBBLES, PADDLE BALLS, JUMP ROPES AND JACK SETS; TOY GUNS AND HOLSTER SETS; WOODEN PRESCHOOL TOYS AND PUZZLES
BUBBLE BLIZZARD			
Canada	1,323,853	TMA716,554	9/12/2007
ClientName	12/29/2006	6/12/2008	6/12/2023
AttorneyName	DocketNumber	18452-1-F42	REG NAT
AgentName	Class #	ClassType	Goods
			BUBBLE MAKING TOYS

Trademarks by Owner

TRADEMARKS FOR OWNER

Thursday, December 11, 2008

J. Lloyd International, Inc.

MarkName	CountryName	ApplicationNumber	RegistrationNumber	ApplicationDate	RegistrationDate	PublicationDate	ExpirationDate
FASHION GIRL							
Canada		0690730	TMA415924				
ClientName	J. Lloyd International, Inc.	4/25/1991	8/27/1993			8/27/2023	
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-F4	REG	NAT	Registered	
AgentName	Cassan Maclean	Class #	ClassType	Goods			
		International	DOLL ACCESSORIES				
HEAVY HAULER							
Canada		0748537	TMA459661				
ClientName	J. Lloyd International, Inc.	3/1/1994	8/21/1996			8/21/2011	
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-F7	REG	NAT	Registered	
AgentName	Cassan Maclean	Class #	ClassType	Goods			
		International	TOYS, NAMELY TOY CONSTRUCTION VEHICLES AND TOY CONSTRUCTION VEHICLE PLAY SETS				
LINDBERG							
Canada		0800528	TMA503676				
ClientName	J. Lloyd International, Inc.	12/22/1995	11/5/1998			11/5/2013	
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-108	REG	NAT	Registered	
AgentName	Cassan Maclean	Class #	ClassType	Goods			
			HOBBY KITS, INCLUDING PLASTIC HOBBY KITS, AIRPLANE HOBBY KITS AND BOAT HOBBY KITS				
LOVE MY DOLLY							
Canada		0695222	TMA419173				
ClientName	J. Lloyd International, Inc.	12/30/1991	11/5/1993			11/5/2023	
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-F8	REG	NAT	Registered	
AgentName	Cassan Maclean	Class #	ClassType	Goods			
		International	DOLL ACCESSORIES				

Trademarks by Owner

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TRADEMARKS FOR OWNER

Thursday, December 11, 2008

J. Lloyd International, Inc.

MarkName	CountryName	ApplicationNumber	RegistrationNumber	PublicationDate
MADAMOISELLE	Canada	0458334	TMA262939	
ClientName	J. Lloyd International, Inc.	9/5/1980	10/9/1981	
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-F9	REG NAT
AgentName	Cassan Maclean	Class #	ClassType	Goods
		International	PLAY CLEANING SET, DELUXE CLEANING SET, LITTLE PRINCESS VACUUM CLEANER, RIDING TOY	Registered
MR. BUBBLES	Canada	1,353,225		
ClientName	J. Lloyd International, Inc.	6/26/2007		
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-F52	REG NAT
AgentName	Cassan Maclean	Class #	ClassType	Goods
		International	LAWN SPRINKLERS, FIGURINES, PIGGY BANKS, RIDE-ON TOYS, BUBBLE BLOWING TOYS, GUMBALL DISPENSING MACHINES, TOY CARS, BUBBLE MAKING WAND AND SOLUTION SETS	Filed
PLAY-N-PRO	Canada	1118861	TMA618653	
ClientName	J. Lloyd International, Inc.	10/19/2001	9/3/2004	9/3/2019
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-F10	REG NAT
AgentName	Cassan Maclean	Class #	ClassType	Goods
		International	TOYS SPORTING EQUIPMENT, NAMELY, TOY BASEBALLS, BATTING TEES, BATS, AND HELMETS, TOY BASKETBALLS AND BACKBOARDS, TOY GOLF CLUBS, BAGS, AND BALLS, TOY BOWS, ARROWS, AND TARGETS, TOY HOCKEY STICKS, PUCKS AND GOALS, TOY SOCCER BALLS AND GOALS, AND TOY TENNIS RACKETS, NETS, AND BALLS, AND PLAY SETS CONTAINING ONE OR MORE OF THE FOREGOING TOY SPORTING EQUIPMENT	Registered

Trademarks by Owner

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TRADEMARKS FOR OWNER**J. Lloyd International, Inc.**

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>	<i>PublicationDate</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>	<i>ExpirationDate</i>
POP SHOCKS			
Canada	0680729	TMA429845	
<i>ClientName</i>	4/25/1991	7/1/1994	7/1/2009
<i>AttorneyName</i>	<i>DocketNumber</i>	18452-1-F11	REG NAT
<i>AgentName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	International	TOY VEHICLES	
PP & Design			
Canada	0420117	TMA238974	
<i>ClientName</i>	1/23/1978	1/4/1980	
<i>AttorneyName</i>	<i>DocketNumber</i>	18452-1-F12	REG NAT
<i>AgentName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	International	SKATEBOARDS	
STROMBECKER			
Canada	0272940	TMA130571	
<i>ClientName</i>	12/10/1992	4/11/1993	4/11/2023
<i>AttorneyName</i>	<i>DocketNumber</i>	18452-1-F13	REG NAT
<i>AgentName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	International	INFANTS' PULL TOYS AND EDUCATIONAL TOYS, TOY FURNITURE, AND TOY MODEL VEHICLES	
		KITS FOR MODEL VEHICLES AND ROAD RACING SETS WHICH INCLUDE MODEL VEHICLES, TRACK THEREFOR, TRACK MAKING EQUIPMENT, AND THE NECESSARY POWER AND CONTROL EQUIPMENT	

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	ApplicationNumber	RegistrationNumber	PublicationDate
CountryName	ApplicationDate	RegistrationDate	ExpirationDate

TIM MEE TOY

Canada 0750530 3/28/1994 18452-1-F5 REG NAT Registered 8/23/2011 TMA461489

ClientName J. Lloyd International, Inc.

AttorneyName Robert W. Hoke

AgentName Cassan Maclean

DocketNumber 18452-1-F5

Class # ClassType Goods

International TOYS, NAMELY, DOLL ACCESSORIES, PLAY SETS, TOY ANIMALS AND OTHER TOY FIGURES, TOY CARS, TRUCKS, BOATS, AIRCRAFT, ROCKETS, AND OTHER TOY VEHICLES, PLAY HATS AND HELMETS, RIDE-ON TOYS, TOY TELEPHONES, TOY GUMBALL BANKS AND OTHER TOY BANKS, TOY CANDY DISPENSERS, TOY TOPS, SAND TOYS, TOY GARDEN TOOLS, TOY BASEBALLS, BASEBALL BATS, BATTING HELMETS, BATTING TEES, AND BASEBALL SETS, AND TOY GOLF, FISHING, HOCKEY AND OTHER SPORTING EQUIPMENT

International TOYS, NAMELY, DOLL ACCESSORIES, PLAY SETS, TOY ANIMALS AND OTHER TOY FIGURES, TOY CARS, TRUCKS, BOATS, AIRCRAFT, ROCKETS, AND OTHER TOY VEHICLES, PLAY FURNITURE, PLAY HATS AND HELMETS, TOY GUNS, AND RIDE-ON TOYS

International TOY TELEPHONES, TOY GUMBALL BANKS AND OTHER TOY BANKS, TOY CANDY DISPENSERS, TOY TOPS, SAND TOYS, TOY GARDEN TOOLS, TOY BASEBALLS, BASEBALL BATS, BATTING HELMETS, BATTING TEES, AND BASEBALL SETS, AND TOY GOLF, FISHING, HOCKEY, AND OTHER SPORTING EQUIPMENT

TIM-MEE TOYS

Canada 0392519 12/10/1975 18452-1-F14 REG NAT Registered 2/11/2022 TMA218851

ClientName J. Lloyd International, Inc.

AttorneyName Robert W. Hoke

AgentName Cassan Maclean

DocketNumber 18452-1-F14

Class # ClassType Goods

International PLASTIC FIGURE TOYS IN THE FORM OF COWBOYS, INDIANS, SOLDIERS, MILITARY EQUIPMENT AND THE LIKE

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	ApplicationNumber	RegistrationNumber	PublicationDate
CountryName	ApplicationDate	RegistrationDate	ExpirationDate
TOOTSIE TOY			
Canada	0161536	UCA00874	
ClientName	2/24/1933	2/24/1933	2/24/2023
AttorneyName	DocketNumber	18452-1-F15	REG NAT
AgentName	Class #	ClassType	Goods
	International	TOYS, PARTICULARLY MINIATURE TOY FURNITURE, AUTOMOBILES, MOTORCYCLES, VANS, BUSES, TRACTORS, TRAINS, AEROPLANES AND BOATS, EXCLUDING DOLLS	Registered
WONDER			
Canada	0362153	TMA194770	
ClientName	3/8/1973	10/12/1973	
AttorneyName	DocketNumber	18452-1-F16	REG NAT
AgentName	Class #	ClassType	Goods
	International	A GENERAL LINE OF TOYS AND GAMES NAMELY, LIQUID BUBBLE BLOWING COMPOSITIONS, PLASTIC BLOWING BUBBLE COMPOSITIONS, BUBBLE BLOWING LIQUID, PEAS FOR PEAS SHOOTERS AND PLASTIC BALLOONS FOR PLAY	Registered
BUBBLE BLIZZARD			
China P.R.	6246542		
ClientName	8/28/2007		
AttorneyName	DocketNumber	18452-1-F88	REG NAT
AgentName	Class #	ClassType	Goods
	028	International	GAMES; TOYS; DOLLS; MOBILES (TOYS); SOAP BUBBLES (TOYS); CHECKERS (GAMES); BALLS FOR GAMES; DUMB-BELLS; SKATEBOARDS; ORNAMENTS FOR CHRISTMAS TREES (EXCEPT ILLUMINATION ARTICLES AND CONFECTIONERY)

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	ApplicationNumber	RegistrationNumber	PublicationDate
CountryName	ApplicationDate	RegistrationDate	ExpirationDate
HARD BODY			
China P.R.	6246543		
	8/28/2007		
ClientName	J. Lloyd International, Inc.	DocketNumber	18452-1-F46
AttorneyName	Robert W. Hoke	REG	NAT
AgentName	Rebecca Lo & Co.	Filed	
Class #	028	ClassType	Goods
International	GAMES; TOYS; DOLLS; MOBILES (TOYS); SOAP BUBBLES (TOYS); CHECKERS (GAMES); BALLS FOR GAMES; DUMB-BELLS; SKATEBOARDS; ORNAMENTS FOR CHRISTMAS TREES (EXCEPT ILLUMINATION ARTICLES AND CONFECTIONERY)		
MR. BUBBLES			
China P.R.	6246545		
	8/28/2007		
ClientName	J. Lloyd International, Inc.	DocketNumber	18452-1-F38
AttorneyName	Robert W. Hoke	REG	NAT
AgentName	Rebecca Lo & Co.	Filed	
Class #	028	ClassType	Goods
International	TOYS; DOLLS; MOBILES (TOYS); SOAP BUBBLES (TOYS); CHECKERS (GAMES); BALLS FOR GAMES; DUMB-BELLS; SKATEBOARDS; ORNAMENTS FOR CHRISTMAS TREES (EXCEPT ILLUMINATION ARTICLES AND CONFECTIONERY)		
TOOTSIETOY			
China P.R.	6246544		
	8/28/2007		
ClientName	J. Lloyd International, Inc.	DocketNumber	18452-1-F50
AttorneyName	Robert W. Hoke	REG	NAT
AgentName	Rebecca Lo & Co.	Filed	
Class #	028	ClassType	Goods
International	GAMES; TOYS; DOLLS; MOBILES (TOYS); SOAP BUBBLES (TOYS); CHECKERS (GAMES); BALLS FOR GAMES; DUMB-BELLS; SKATEBOARDS; ORNAMENTS FOR CHRISTMAS TREES (EXCEPT ILLUMINATION ARTICLES AND CONFECTIONERY)		

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	ApplicationNumber	RegistrationNumber	PublicationDate
CountryName	ApplicationDate	RegistrationDate	ExpirationDate
MR. BUBBLES	5319421	5319421	
Community Trademark	8/31/2006	8/16/2007	8/31/2016
<i>ClientName</i>	J. Lloyd International, Inc.		
<i>AttorneyName</i>	Robert W. Hoke	REG NAT	Registered
<i>AgentName</i>	Barker Brettell		
<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>	
028	International	TOYS, GAMES AND PLAYTHINGS; GYMNASIAC AND SPORTING ARTICLES; PARTS AND FITTINGS FOR THE AFORESAID GOODS	
TOOTSIETOY	5319439	5319439	
Community Trademark	8/31/2006	8/23/2007	8/31/2016
<i>ClientName</i>	J. Lloyd International, Inc.		
<i>AttorneyName</i>	Robert W. Hoke	REG NAT	Registered
<i>AgentName</i>	Barker Brettell		
<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>	
028	International	TOYS, GAMES AND PLAYTHINGS; GYMNASIAC AND SPORTING ARTICLES; PARTS AND FITTINGS FOR THE AFORESAID GOODS	
TOOTSIETOY	395 37 655.6	395 37 655.6	
Germany	9/14/1995	4/3/1996	
<i>ClientName</i>	J. Lloyd International, Inc.		
<i>AttorneyName</i>	Robert W. Hoke	REG NAT	Registered
<i>AgentName</i>			
FASHION GIRL	1462381	1462381	
Great Britain	12/17/1990	12/4/1992	12/17/2017
<i>ClientName</i>	J. Lloyd International, Inc.		
<i>AttorneyName</i>	Robert W. Hoke	REG NAT	Registered
<i>AgentName</i>	Barker Brettell		
<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>	
028	International	ACCESSORIES FOR DOLLS	

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	ApplicationNumber	RegistrationNumber	PublicationDate
CountryName	ApplicationDate	RegistrationDate	ExpirationDate
MR. BUBBLES	2036170	2036170	
Great Britain	9/20/1985	9/20/1995	
<i>ClientName</i>	J. Lloyd International, Inc.		
<i>AttorneyName</i>	Robert W. Hoke	REG NAT	Registered
<i>AgentName</i>	Barker Brettell		
	<i>DocketNumber</i>	18452-1-F23	
	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	028	International	TOYS FOR CHILDREN; BUBBLE-BLOWING TOYS; BUBBLE-BLOWING FLUID
TOOTSIE TOY	900986	900986	
Great Britain	10/27/1986	10/27/1986	10/27/2011
<i>ClientName</i>	J. Lloyd International, Inc.		
<i>AttorneyName</i>	Robert W. Hoke	REG NAT	Registered
<i>AgentName</i>	Barker Brettell		
	<i>DocketNumber</i>	18452-1-F36	
	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	028	International	TOYS AND PLAYTHINGS
MR. BUBBLES	300595369	300595369	
Hong Kong	3/8/2006	3/8/2006	3/8/2016
<i>ClientName</i>	J. Lloyd International, Inc.		
<i>AttorneyName</i>	Robert W. Hoke	REG NAT	Registered
<i>AgentName</i>	Rebecca Lo & Co.		
	<i>DocketNumber</i>	18452-1-F40	
	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	028	International	PLASTIC FIGURINES; COIN BANKS; TOY CARS FOR RIDING BY CHILDREN; BATTERY-OPERATED BUBBLE DISPENSERS; RADIO-CONTROLLED CARS; BUBBLE SOLUTION, DIPPING TRY AND PLASTIC WAND, SOLD SEPARATELY OR AS A KIT, FOR BLOWING BUBBLES; GYMNASTIC AND SPORTING ARTICLES NOT INCLUDED IN OTHER CLASSES; DECORATIONS FOR CHRISTMAS TREES

TRADEMARKS FOR OWNER**J. Lloyd International, Inc.**

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>	<i>PublicationDate</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>	<i>ExpirationDate</i>
TOOTSIE TOY			
Hong Kong	11596/1995	B11737/1997	
<i>ClientName</i>	<i>DocketNumber</i>	<i>REG</i>	<i>NAT</i>
J. Lloyd International, Inc.	18452-1-F30	REG	NAT
<i>AttorneyName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
Robert W. Hoke	28	International	TOYS, GAMES AND PLAYTHINGS; GYMNASTIC AND SPORTING ARTICLES NOT INCLUDED IN OTHER CLASSES; DECORATIONS FOR CHRISTMAS TREES
<i>AgentName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
Rebecca Lo & Co.	28	International	TOYS, GAMES AND PLAYTHINGS; GYMNASTIC AND SPORTING ARTICLES NOT INCLUDED IN OTHER CLASSES; DECORATIONS FOR CHRISTMAS TREES
MR. BUBBLES			
Japan	2007-683		
<i>ClientName</i>	<i>DocketNumber</i>	<i>REG</i>	<i>NAT</i>
J. Lloyd International, Inc.	18452-1-F48	REG	NAT
<i>AttorneyName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
Robert W. Hoke	028	International	TOYS, DOLLS
<i>AgentName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
TMI Associates	028	International	TOYS, DOLLS
MR. BUBBLES			
Mexico	971,049	971,049	
<i>ClientName</i>	<i>DocketNumber</i>	<i>REG</i>	<i>NAT</i>
J. Lloyd International, Inc.	18452-1-F44	REG	NAT
<i>AttorneyName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
Robert W. Hoke	028	International	CHILDREN'S TOYS, NAMELY, BUBBLE-BLOWING TOYS AND BUBBLE FORMING FLUID
<i>AgentName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
Goodrich, Riquelme Y Asociados	028	International	CHILDREN'S TOYS, NAMELY, BUBBLE-BLOWING TOYS AND BUBBLE FORMING FLUID
PP & Design			
Mexico	775193	939055	
<i>ClientName</i>	<i>DocketNumber</i>	<i>REG</i>	<i>NAT</i>
J. Lloyd International, Inc.	18452-1-F47	REG	NAT
<i>AttorneyName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
Robert W. Hoke	028	International	CHILDREN'S TOYS, NAMELY, BUBBLE-BLOWING TOYS AND BUBBLE FORMING FLUID
<i>AgentName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
Unthoff, Gomez Vega & Unthoff, S.C.	028	International	CHILDREN'S TOYS, NAMELY, BUBBLE-BLOWING TOYS AND BUBBLE FORMING FLUID

TRADEMARKS FOR OWNER

Thursday, December 11, 2008

J. Lloyd International, Inc.

MarkName	ApplicationNumber	RegistrationNumber	PublicationDate
CountryName	ApplicationDate	RegistrationDate	ExpirationDate
TOOTSIE TOY			
Mexico	828943	972331	
ClientName	1/11/2007	2/13/2007	1/11/2017
AttorneyName	J. Lloyd International, Inc.	REG	Registered
AgentName	Robert W. Hoke	NAT	
	Goodrich, Riquelme Y Asociados		
Class #	DocketNumber	ClassType	Goods
028	18452-1-F41	International	GAMES AND PLAYTHINGS; GYMNASIAC AND SPORTING ARTICLES NOT INCLUDED IN OTHER CLASSES; DECORATIONS FOR CHRISTMAS TREES
TOOTSIE TOY			
New Zealand	253567	263567	
ClientName	9/14/1995	9/14/1995	
AttorneyName	J. Lloyd International, Inc.	REG	Registered
AgentName	Robert W. Hoke	NAT	
	AJ Park		
Class #	DocketNumber	ClassType	Goods
028	18452-1-F27	International	GAMES AND PLAYTHINGS; GYMNASIAC AND SPORTING ARTICLES NOT INCLUDED IN OTHER CLASSES; DECORATIONS FOR CHRISTMAS TREES
TOOTSIE TOY			
South Africa	2007/12810		
ClientName	7/2/2007		
AttorneyName	J. Lloyd International, Inc.	REG	Filed
AgentName	Robert W. Hoke	NAT	
	Adams & Adams		
Class #	DocketNumber	ClassType	Goods
028	18452-1-F53	International	GAMES AND PLAYTHINGS; GYMNASIAC AND SPORTING ARTICLES NOT INCLUDED IN OTHER CLASSES; DECORATIONS FOR CHRISTMAS TREES
AMERICAN PIONEER			
United States	76/156105	2,610,527	
ClientName	10/30/2000	8/20/2002	8/20/2012
AttorneyName	J. Lloyd International, Inc.	REG	Registered
AgentName	Robert W. Hoke	NAT	
Class #	DocketNumber	ClassType	Goods
028	18452-1-1	International	TOY GUNS

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TRADEMARKS FOR OWNER**J. Lloyd International, Inc.**

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>	<i>PublicationDate</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>	<i>ExpirationDate</i>
AMERICAN WEST	75/826362	2,575,029	
United States	10/19/1999	6/4/2002	6/4/2012
<i>ClientName</i>	<i>DocketNumber</i>	<i>REG</i>	<i>NAT</i>
J. Lloyd International, Inc.	18452-1-2	REG	NAT
<i>AttorneyName</i>			Registered
Robert W. Hoke			
<i>AgentName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	028	International	CHILDREN'S TOYS, NAMELY, CAP GUNS, CAP GUN HOLSTERS, BELTS, AND SHERIFF'S BADGES
AMERICA'S OLDEST TOY COMPANY	78/798921	3,216,662	
United States	1/25/2006	3/6/2007	3/6/2017
<i>ClientName</i>	<i>DocketNumber</i>	<i>B</i>	<i>NAT</i>
J. Lloyd International, Inc.	18452-1-97	B	NAT
<i>AttorneyName</i>			Registered
Robert W. Hoke			
<i>AgentName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	028	International	BUBBLE MAKING WAND AND SOLUTION SETS; CHILDREN'S MULTIPLE ACTIVITY TOYS; CONSTRUCTION TOYS; DOLL ACCESSORIES; DOLL CLOTHING; DOLL FURNITURE; DOLLS AND MODELED PLASTIC TOY FIGURINES; INFLATABLE TOYS; JUMP ROPES; TOYS; RIDE-ON TOYS; SAND TOYS; TOY AIRPLANES; TOY FIGURES; TOY FURNITURE; TOY GUNS; TOY HOLSTERS; TOY PUTTY; TOY VEHICLES; TOY VEHICLES AND ACCESSORIES THEREFOR; TOY WEAPONS
BERKSHIRE HOUSE	78/544059	2,881,108	
United States	9/11/2003	9/7/2004	9/7/2014
<i>ClientName</i>	<i>DocketNumber</i>	<i>REG</i>	<i>NAT</i>
J. Lloyd International, Inc.	18452-1-4	REG	NAT
<i>AttorneyName</i>			Registered
Robert W. Hoke			
<i>AgentName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	011	International	AIR PURIFIERS

TRADEMARKS FOR OWNER**J. Lloyd International, Inc.**

<i>MarkName</i>	<i>CountryName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>	<i>PublicationDate</i>
BLOW-LOONS		74/419537	1,873,345	
United States		7/28/1993	1/10/1995	
<i>ClientName</i>	J. Lloyd International, Inc.	<i>DocketNumber</i> 18452-1-8	REG NAT	Registered
<i>AttorneyName</i>	Robert W. Hoke			
<i>AgentName</i>				
<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>		
028	International	PLASTIC BALLOONS		
BUBBLE BLIZZARD		76/491023	2,888,173	
United States		2/19/2003	7/27/2004	7/27/2014
<i>ClientName</i>	J. Lloyd International, Inc.	<i>DocketNumber</i> 18452-1-7	REG NAT	Registered
<i>AttorneyName</i>	Robert W. Hoke			
<i>AgentName</i>				
<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>		
028	International	BUBBLE BLOWING TOYS		
BUBBLE BUGS		76/026309	2,579,820	
United States		4/14/2000	6/11/2002	8/11/2012
<i>ClientName</i>	J. Lloyd International, Inc.	<i>DocketNumber</i> 18452-1-8	REG NAT	Registered
<i>AttorneyName</i>	Robert W. Hoke			
<i>AgentName</i>				
<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>		
028	International	BUBBLE BLOWING TOY		
BUBBLE MAGIC		73/403124	1,263,108	
United States		11/18/1982	1/3/1984	
<i>ClientName</i>	J. Lloyd International, Inc.	<i>DocketNumber</i> 18452-1-9	REG NAT	Registered
<i>AttorneyName</i>	Robert W. Hoke			
<i>AgentName</i>				
<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>		
028	International	CHILDRENS' GAMES AND TOYS - NAMELY, BUBBLE SOLUTION, AND BUBBLE FORMING IMPLEMENTS		

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

Mark/Name	Application/Number	Registration/Number	Publication/Date
Country/Name	Application/Date	Registration/Date	Expiration/Date
BUBBLE TORNADO	76/510125	2,859,633	
United States	4/28/2003	7/6/2004	7/6/2014
<i>Client/Name</i>	<i>Docket/Number</i>	<i>REG</i>	<i>NAT</i>
J. Lloyd International, Inc.	18452-1-10	REG	NAT
<i>Attorney/Name</i>			Registered
Robert W. Hoke			
<i>Agent/Name</i>			
	<i>Class #</i>	<i>Class/Type</i>	
	028	International	BUBBLE MAKING TOYS
CALI CRUISER	78/006205	2,569,453	
United States	4/29/2000	7/23/2002	7/23/2012
<i>Client/Name</i>	<i>Docket/Number</i>	<i>Z</i>	<i>NAT</i>
J. Lloyd International, Inc.	18452-1-100	Z	NAT
<i>Attorney/Name</i>			Registered
Robert W. Hoke			
<i>Agent/Name</i>			
	<i>Class #</i>	<i>Class/Type</i>	
	028	International	HOBBY CRAFT KITS FOR MAKING TOY MODEL VANS; HOBBY CRAFT KITS FOR MAKING TOY MODEL CARS
CARSON	76/611046	3,052,550	
United States	9/13/2004	1/31/2006	1/31/2016
<i>Client/Name</i>	<i>Docket/Number</i>	<i>REG</i>	<i>NAT</i>
J. Lloyd International, Inc.	18452-1-11	REG	NAT
<i>Attorney/Name</i>			Registered
Robert W. Hoke			
<i>Agent/Name</i>			
	<i>Class #</i>	<i>Class/Type</i>	
	028	International	TOY GUNS
CHEMTOY	77/074836	3,274,096	
United States	1/3/2007	8/7/2007	8/7/2017
<i>Client/Name</i>	<i>Docket/Number</i>	<i>REG</i>	<i>NAT</i>
J. Lloyd International, Inc.	18452-1-112	REG	NAT
<i>Attorney/Name</i>			Registered
Robert W. Hoke			
<i>Agent/Name</i>			
	<i>Class #</i>	<i>Class/Type</i>	
	028	International	BUBBLE MAKING TOYS IN THE FORM OF BUBBLE-MAKING WANDS AND SOLUTION SETS

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	CountryName	ApplicationNumber	RegistrationNumber	PublicationDate
		ApplicationDate	RegistrationDate	ExpirationDate
CLASSIC THOROUGHBREDS				
United States		77/186048	3,411,141	
ClientName	J. Lloyd International, Inc.	5/21/2007	4/8/2008	4/8/2018
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-113	B NAT Registered
AgentName		Class #	ClassType	Goods
		028	International	SCALE MODEL HORSES
DOUBLE ACTION ENDLESS BUBBLES				
United States		76/510106	2,859,632	
ClientName	J. Lloyd International, Inc.	4/28/2003	7/6/2004	7/6/2014
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-16	REG NAT Registered
AgentName		Class #	ClassType	Goods
		028	International	BUBBLE MAKING TOYS
ENGLISH BREAKFAST				
United States		75/443650	2,224,356	
ClientName	J. Lloyd International, Inc.	3/3/1998	2/16/1999	2/16/2009
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-18	REG NAT Registered
AgentName		Class #	ClassType	Goods
		028	International	CHILDREN'S TOYS, NAMELY, TEA SETS, BAKEWARE SETS AND COOKWARE SETS
FASHION GIRL				
United States		74/125173	1,653,518	
ClientName	J. Lloyd International, Inc.	12/17/1990	12/17/1990	
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-20	REG NAT Registered
AgentName		Class #	ClassType	Goods
		028	International	DOLL ACCESSORIES

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	CountryName	ApplicationNumber	RegistrationNumber	PublicationDate	ExpirationDate
FAT KATS	United States	73/212042	1,143,528		
ClientName	J. Lloyd International, Inc.	4/18/1979	12/16/1980		
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-21	REG	NAT
AgentName		Class #	ClassType	Goods	Registered
		028	International	TOY VEHICLES	
FORT KNOX	United States	78/820423	3,196,473		
ClientName	J. Lloyd International, Inc.	2/22/2008	1/9/2007		1/9/2017
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-23	REG	NAT
AgentName		Class #	ClassType	Goods	Registered
		028	International	TOY BANKS	
FUN . . . PURE AND SIMPLE	United States	75/748869	2,465,033		
ClientName	J. Lloyd International, Inc.	7/7/1999	7/3/2001		7/3/2011
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-26	REG	NAT
AgentName		Class #	ClassType	Goods	Registered
		028	International	CHILDREN'S TOYS, NAMELY, DIE-CAST VEHICLES, PLASTIC VEHICLES, MOTORIZED VEHICLES, BUBBLE BLOWING TOYS, BUBBLE BLOWING SOLUTION, JUMP ROPES, BALL AND JACKS SETS, PADDLE BALLS, RUBBER ACTION BALLS, BENDABLE FIGURES, TOY BANKS, PUTTY, YO-YOS, BALLOON BLOWING KITS, MARBLES, TOY TEA SETS, TOY COSMETICS, IMITATION FOOD, COOKING SETS, CLEANING ROLE PLAY TOYS, FOOD AND DRINK PREPARATION SETS, TOY CAP GUNS, TOY CAP GUN ACCESSORIES, WESTERN OUTFITS, BUILDING BLOCKS, MAGNETIC BOARDS, CHALK BOARDS, MAGNETIC NUMBERS AND LETTERS, POUNDING BENCHES, BEADS, BATH TOYS, EGGS COLORING KITS, WOOD BUILDING BLOCKS	

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J. Lloyd International, Inc.

MarkName	CountryName	ApplicationNumber	RegistrationNumber	PublicationDate	ExpirationDate
GROW & RIDE					
United States		75/751144	2,404,878		
ClientName	J. Lloyd International, Inc.	7/14/1999	11/14/2000	REG	11/14/2010
AttorneyName	Robert W. Hoke	18452-1-29	NAT	Registered	
AgentName					
Class #	ClassType	Goods			
028	International	RIDE-ON TOYS			
HARD BODY					
United States		73/684837	1,472,504		
ClientName	J. Lloyd International, Inc.	6/4/1987	1/12/1988	REG	1/12/2018
AttorneyName	Robert W. Hoke	18452-1-30	NAT	Registered	
AgentName					
Class #	ClassType	Goods			
028	International	TOY VEHICLES			
HARD BODY DIE-CAST METAL TOUGH! & Design					
United States		74/337188	1,785,684		
ClientName	J. Lloyd International, Inc.	12/4/1982	8/3/1993	REG	
AttorneyName	Robert W. Hoke	18452-1-31	NAT	Registered	
AgentName					
Class #	ClassType	Goods			
028	International	TOY VEHICLES AND TOY FIGURES			
HAWK					
United States		78/843685	3,198,870		
ClientName	J. Lloyd International, Inc.	3/22/2006	1/16/2007	REG	1/16/2017
AttorneyName	Robert W. Hoke	18452-1-91	NAT	Registered	
AgentName					
Class #	ClassType	Goods			
028	International	MODEL CARS; MODELED PLASTIC TOY FIGURINES; SCALE MODEL AIRPLANES; TOY MODEL CARS; TOY MODEL HOBBYCRAFT KITS; TOY MODEL KIT CARS; TOY MODEL TRAIN SETS; TOY MODEL VEHICLES AND RELATED ACCESSORIES SOLD AS UNITS			

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TRADEMARKS FOR OWNER**J. Lloyd International, Inc.**

<i>MarkName</i>	<i>CountryName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>	<i>PublicationDate</i>
HITCH-UPS		72/362250	920,598	
United States		2/24/1970	9/21/1971	
<i>ClientName</i>	J. Lloyd International, Inc.	<i>DocketNumber</i>	18452-1-35	REG NAT
<i>AttorneyName</i>	Robert W. Hoke	<i>Class #</i>		Registered
<i>AgentName</i>		<i>ClassType</i>		
		028	International MISCELLANEOUS TOYS FOR CHILDREN	
HOTTIES		78/618233	3,266,870	
United States		4/27/2005	8/28/2007	8/28/2017
<i>ClientName</i>	J. Lloyd International, Inc.	<i>DocketNumber</i>	18452-1-104	Z NAT
<i>AttorneyName</i>	Robert W. Hoke	<i>Class #</i>		Registered
<i>AgentName</i>		<i>ClassType</i>		
		028	International TOY MODEL VEHICLES	
HYDRAULIC HOPPERS		78/859043	3,320,192	
United States		6/27/2005	10/23/2007	10/23/2017
<i>ClientName</i>	J. Lloyd International, Inc.	<i>DocketNumber</i>	18452-1-94	Z NAT
<i>AttorneyName</i>	Robert W. Hoke	<i>Class #</i>		Registered
<i>AgentName</i>		<i>ClassType</i>		
		028	International TOY MODEL VEHICLES AND RADIO CONTROLLED VEHICLES	
J. LLOYD INTERNATIONAL, INC. & Design		78/805670	3,366,939	
United States		2/2/2005	1/8/2008	1/8/2018
<i>ClientName</i>	J. Lloyd International, Inc.	<i>DocketNumber</i>	18452-1-36	Z NAT
<i>AttorneyName</i>	Robert W. Hoke	<i>Class #</i>		Registered
<i>AgentName</i>		<i>ClassType</i>		
		028	International BUBBLE MAKING WAND AND SOLUTION SETS; COLLECTABLE TOY FIGURES; TOY AIRPLANES; TOY BANKS; TOY CONSTRUCTION BLOCKS; TOY CONSTRUCTION SETS; TOY FIGURES; TOY FURNITURE; TOY MODEL TRAIN SETS; TOY PISTOLS; TOY TRAINS AND PARTS AND ACCESSORIES THEREFOR; TOY VEHICLES; TOY VEHICLES AND ACCESSORIES THEREFOR	

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	CountryName	ApplicationNumber	RegistrationNumber	PublicationDate
JAM PAC	United States	72/352251	933,860	
ClientName	J. Lloyd International, Inc.	2/24/1970	5/16/1972	
AttorneyName	Robert W. Hoke			
AgentName				
		DocketNumber	18452-1-37	REG NAT Registered
		Class #	ClassType	Goods
		028	International	TOYS - NAMELY, A COLLECTION OF ASSORTED TOYS IN A PACKAGE
JENNY	United States	76/810368	3,208,894	
ClientName	J. Lloyd International, Inc.	9/7/2004	2/20/2007	2/20/2017
AttorneyName	Robert W. Hoke			
AgentName				
		DocketNumber	18452-1-38	REG NAT Registered
		Class #	ClassType	Goods
		028	International	TOYS GUNS
KEEP ON TRUCKING	United States	73/132519	1,084,133	
ClientName	J. Lloyd International, Inc.	7/1/1977	1/31/1978	1/31/2018
AttorneyName	Robert W. Hoke			
AgentName				
		DocketNumber	18452-1-39	REG NAT Registered
		Class #	ClassType	Goods
		028	International	TOY VEHICLES
KEYSTONE	United States	78/530806	3,206,744	
ClientName	J. Lloyd International, Inc.	12/10/2004	2/6/2007	2/6/2017
AttorneyName	Robert W. Hoke			
AgentName				
		DocketNumber	18452-1-40	Z NAT Registered
		Class #	ClassType	Goods
		028	International	PRESSED STEEL TOYS AND COLLECTIBLES, NAMELY, TOY VEHICLES AND ANTIQUE TOY VEHICLES

TRADEMARKS FOR OWNER

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J. Lloyd International, Inc.

MarkName	CountryName	ApplicationNumber	RegistrationNumber	PublicationDate
KID LEAGUE	United States	74/165475	1,731,284	
ClientName	J. Lloyd International, Inc.	5/10/1991	11/10/1992	
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-43	REG NAT Registered
AgentName		Class #	ClassType	Goods
		028	International	TOY BASEBALL BATS, BASEBALLS, AND BATTING HELMETS
LEFT COAST LEGENDS	United States	76/308114	2,617,907	
ClientName	J. Lloyd International, Inc.	9/4/2001	9/10/2002	9/10/2012
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-102	REG NAT Registered
AgentName		Class #	ClassType	Goods
		028	International	TOY MODEL VEHICLE KITS REQUIRING ASSEMBLY
LIL' GARDENER	United States	74/622606	1,958,662	
ClientName	J. Lloyd International, Inc.	11/18/1995	2/27/1996	
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-45	REG NAT Registered
AgentName		Class #	ClassType	Goods
		028	International	TOYS, NAMELY TOY GARDEN TOOLS AND PLAYSETS COMPRISED OF TOY GARDEN TOOLS
LINDBERG	United States	75/036723	2,020,885	
ClientName	J. Lloyd International, Inc.	12/26/1995	12/3/1996	12/3/2016
AttorneyName	Robert W. Hoke	DocketNumber	18452-1-105	REG NAT Registered
AgentName		Class #	ClassType	Goods
		028	International	TOY MODEL HOBBYCRAFT KITS

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TRADEMARKS FOR OWNER**J. Lloyd International, Inc.**

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>	<i>PublicationDate</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>	<i>ExpirationDate</i>
LITTLE HOUSEKEEPING SET			
United States	77/269573		
<i>ClientName</i>	<i>DocketNumber</i>	<i>Z</i>	<i>Filed</i>
J. Lloyd International, Inc.	18452-1-115	Z	NAT
<i>AttorneyName</i>			
Robert W. Hoke			
<i>AgentName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	028	International	TOYS AND PLAYTHINGS, NAMELY, TOY CLEANING TOOLS
LOTSAWAYS			
United States	73/235853	1,190,805	
<i>ClientName</i>	<i>DocketNumber</i>	<i>REG</i>	<i>NAT</i>
J. Lloyd International, Inc.	10/18/1979	2/23/1982	Registered
<i>AttorneyName</i>	<i>DocketNumber</i>	<i>REG</i>	<i>NAT</i>
Robert W. Hoke	18452-1-49		
<i>AgentName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	028	International	TOY-NAMELY, BUBBLE MAKING SET
LOVE MY DOLLY			
United States	74/205332	1,740,629	
<i>ClientName</i>	<i>DocketNumber</i>	<i>REG</i>	<i>NAT</i>
J. Lloyd International, Inc.	9/20/1991	12/15/1992	Registered
<i>AttorneyName</i>	<i>DocketNumber</i>	<i>REG</i>	<i>NAT</i>
Robert W. Hoke	18452-1-60		
<i>AgentName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	028	International	DOLL ACCESSORIES
MAGIC WAND			
United States	73/421937	1,279,091	
<i>ClientName</i>	<i>DocketNumber</i>	<i>REG</i>	<i>NAT</i>
J. Lloyd International, Inc.	4/18/1983	5/22/1984	Registered
<i>AttorneyName</i>	<i>DocketNumber</i>	<i>REG</i>	<i>NAT</i>
Robert W. Hoke	18452-1-51		
<i>AgentName</i>	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	028	International	TOYS - NAMELY, BUBBLE BLOWING SOLUTION AND BUBBLE BLOWING IMPLEMENTS

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	ApplicationNumber	RegistrationNumber	PublicationDate
CountryName	ApplicationDate	RegistrationDate	ExpirationDate
MARSHAL	74/529229	1,902,863	
United States	5/25/1994	7/4/1995	
ClientName	J. Lloyd International, Inc.		
AttorneyName	Robert W. Hoke		
AgentName			
	DocketNumber	18452-1-52	REG NAT
	Class #	ClassType	Goods
	028	International TOY GUNS	Registered
MIGHTY WHEELS	75/625784	2,409,373	
United States	1/20/1999	11/28/2000	11/28/2010
ClientName	J. Lloyd International, Inc.		
AttorneyName	Robert W. Hoke		
AgentName			
	DocketNumber	18452-1-54	REG NAT
	Class #	ClassType	Goods
	012	International TRICYCLES	Registered
MILLION BUBBLES	76/013953	2,682,206	
United States	3/31/2000	2/4/2003	2/4/2013
ClientName	J. Lloyd International, Inc.		
AttorneyName	Robert W. Hoke		
AgentName			
	DocketNumber	18452-1-55	REG NAT
	Class #	ClassType	Goods
	028	International TOYS NAMELY BUBBLE GENERATING TOYS	Registered
MOTOR WHEELS & Design	76/546713	2,874,105	
United States	8/29/2003	8/17/2004	8/17/2014
ClientName	J. Lloyd International, Inc.		
AttorneyName	Robert W. Hoke		
AgentName			
	DocketNumber	18452-1-57	REG NAT
	Class #	ClassType	Goods
	012	International MINI-CYCLE GO CARTS	Registered

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	CountryName	ApplicationNumber	RegistrationNumber	PublicationDate	ExpirationDate
MR. BUBBLES	United States	72/451190	1,044,496		
		3/12/1973	7/20/1976		7/20/2016
ClientName	J. Lloyd International, Inc.	DocketNumber	18452-1-58	REG NAT	Registered
AttorneyName	Robert W. Hoke	Class #	ClassType	Goods	
AgentName		028	International	BUBBLE-BLOWING TOYS AND BUBBLE-FORMING FLUID INTENDED PRIMARILY FOR CHILDREN'S USE	
PLAY-N-PRO	United States	76/245964	2,772,187		
		4/24/2001	10/7/2003		10/7/2013
ClientName	J. Lloyd International, Inc.	DocketNumber	18452-1-61	REG NAT	Registered
AttorneyName	Robert W. Hoke	Class #	ClassType	Goods	
AgentName		028	International	TOY SPORTING EQUIPMENT, NAMELY, TOY BASEBALLS, BATTING TEES, BATS, AND HELMETS, TOY BASKETBALLS AND BACKBOARDS, TOY GOLF CLUBS, BAGS, AND BALLS, TOY BOWS, ARROWS, AND TARGETS, TOY HOCKEY STICKS, PUCKS AND GOALS, TOY SOCCER BALLS AND GOALS, AND TOY TENNIS RACKETS, NETS, AND BALLS, AND PLAY SETS CONTAINING ONE OR MORE OF THE FOREGOING TOY SPORTING EQUIPMENT	
POCKET HOPPER	United States	76/577869	2,928,615		
		2/26/2004	3/1/2005		3/1/2015
ClientName	J. Lloyd International, Inc.	DocketNumber	18452-1-101	REG NAT	Registered
AttorneyName	Robert W. Hoke	Class #	ClassType	Goods	
AgentName		028	International	TOY MODEL VEHICLES	

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TRADEMARKS FOR OWNER

Thursday, December 11, 2008

J. Lloyd International, Inc.

MarkName	ApplicationNumber	RegistrationNumber	PublicationDate
CountryName	ApplicationDate	RegistrationDate	ExpirationDate

POWER RIGS

United States	78/025680	2,450,937	
ClientName	4/14/2000	5/15/2001	5/15/2011
AttorneyName	J. Lloyd International, Inc.	REG	Registered
AgentName	Robert W. Hoke	NAT	
	DocketNumber	18452-1-62	
	Class #	ClassType	Goods
	028	International	TOY VEHICLES

PP & Design

United States	76/242040	2,617,458	
ClientName	4/17/2001	9/10/2002	9/10/2012
AttorneyName	J. Lloyd International, Inc.	REG	Registered
AgentName	Robert W. Hoke	NAT	
	DocketNumber	18452-1-63	
	Class #	ClassType	Goods
	028	International	TOYS, NAMELY PLAY FURNITURE, PLAYSETS FOR CATCHING INSECTS, TOY ORGANIZERS, TOY STORAGE CONTAINERS, PUSH RIDE-ON TOYS, RIDE-ON TOYS WITH PEDALS, WALKER TOYS FOR TODDLERS, TOY VEHICLES, NAMELY, TOY CARS, TOY TRUCKS, TOY TRACTORS, TOY BOATS, TOY AIRCRAFT, TOY ROCKETS, AND TOY MILITARY VEHICLES; TOY ANIMAL FIGURES, TOY SOLDIERS, TOY ACTION FIGURES, TOY COIN BANKS, DOLL ACCESSORIES, SAND TOYS, NAMELY, TOY SAND MOLDS, TOY SHOVELS, TOY RAKES, TOY HOES, AND TOY BUCKETS; POOL TOYS, NAMELY, RING TOSS TOYS AND DIVING TOYS; TOY GARDENING TOOLS, NAMELY TOY SPRINKLERS, TOY LAWN MOWERS, TOY WATERING CANS; TOY INSECT KEEPERS, SWINGS, TOY HOOPS, TOY SPORTING EQUIPMENT, NAMELY, TOY BASEBALLS, TOY BASEBALL BATS, TOY HELMETS, TOY GOLF CLUBS, TOY GOLF BAGS AND TOY GOLF BALLS, TOY FISHING POLES AND TACKLE FOR PLAY, TOY HORSESHOES, TOY RING TOSS, AND TOY ARCHERY EQUIPMENT, AND PLAYSETS CONTAINING A COMBINATION OF THE PREVIOUSLY LISTED ITEMS

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TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	CountryName	ApplicationNumber	RegistrationNumber	PublicationDate
PUSH, PEDAL & RIDE TRIKE & Design		75/495611	2,236,857	
United States		6/3/1998	4/6/1999	4/6/2009
ClientName	J. Lloyd International, Inc.	DocketNumber	18452-1-65	REG NAT
AttorneyName	Robert W. Hoke	Class #	012	Registered
AgentName		Class Type	International	
		Goods	TRICYCLES DESIGNED TO DEVELOP PEDALING SKILLS IN TODDLERS	
RUBY'S & Design		73/243860	1,175,688	
United States		12/26/1979	11/3/1981	
ClientName	J. Lloyd International, Inc.	DocketNumber	18452-1-66	REG NAT
AttorneyName	Robert W. Hoke	Class #	002	Registered
AgentName		Class Type	International	
		Goods	COLORING FOR EGG SHELLS	
SCOOT & GO		75/625781	2,409,372	
United States		1/20/1999	11/28/2000	11/28/2010
ClientName	J. Lloyd International, Inc.	DocketNumber	18452-1-68	REG NAT
AttorneyName	Robert W. Hoke	Class #	028	Registered
AgentName		Class Type	International	
		Goods	TOYS, NAMELY TODDLER RIDE-ON TOYS	
SIGNATURE KIDS & Design		78/548712	2,874,104	
United States		8/29/2003	8/17/2004	8/17/2014
ClientName	J. Lloyd International, Inc.	DocketNumber	18452-1-69	REG NAT
AttorneyName	Robert W. Hoke	Class #	028	Registered
AgentName		Class Type	International	
		Goods	TOY CAMERAS	

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	CountryName	ApplicationNumber	RegistrationNumber	PublicationDate
SILLY SURFERS & Design	United States	78/980456	3,514,380	
ClientName	J. Lloyd International, Inc.	12/14/2005	10/7/2008	10/7/2018
AttorneyName	Robert W. Hoke	DocketNumber 18452-1-155	Z NAT	Registered
AgentName		Class # ClassType Goods		
		016 International TRADING CARDS		
		028 International TOY MODEL HOBBYCRAFT KITS		
SILLY SURFERS & Design	United States	78/773281		
ClientName	J. Lloyd International, Inc.	12/14/2005		
AttorneyName	Robert W. Hoke	DocketNumber 18452-1-71	Z NAT	Filed
AgentName		Class # ClassType Goods		
		016 International TRADING CARDS (Deleted - Divided out to new app)		
		025 International BASEBALL CAPS; JACKETS; SHORT-SLEEVED OR LONG-SLEEVED T-SHIRTS; T-SHIRTS		
		028 International TOY MODEL HOBBYCRAFT KITS(Deleted - Divided out to new app)		
SNAP FIT	United States	78/616845	3,082,424	
ClientName	J. Lloyd International, Inc.	4/26/2005	4/18/2008	4/18/2018
AttorneyName	Robert W. Hoke	DocketNumber 18452-1-103	REG NAT	Registered
AgentName		Class # ClassType Goods		
		028 International TOY MODEL HOBBY CRAFT KITS		
SPINE RACERS	United States	78/488726	2,846,210	
ClientName	J. Lloyd International, Inc.	2/10/2003	5/25/2004	5/25/2014
AttorneyName	Robert W. Hoke	DocketNumber 18452-1-73	REG NAT	Registered
AgentName		Class # ClassType Goods		
		028 International TOY VEHICLES		

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TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

Mark/Name	ApplicationNumber	RegistrationNumber	PublicationDate
Country/Name	ApplicationDate	RegistrationDate	ExpirationDate
STROMBECKER			
United States	72/023180	0,652,689	
Client/Name	1/24/1957	10/8/1957	10/8/2017
Attorney/Name	J. Lloyd International, Inc.	REG	NAT
Agent/Name	Robert W. Hoke	Registered	
	Docket/Number	18452-1-74	
	Class #	Goods	
	028	International	
	INFANTS' PULL TOYS AND EDUCATIONAL TOYS; TOY FURNITURE; AND TOY MODEL VEHICLES		
SUPERIOR			
United States	77/068172	3,289,174	
Client/Name	12/20/2006	9/4/2007	9/4/2017
Attorney/Name	J. Lloyd International, Inc.	Z	NAT
Agent/Name	Robert W. Hoke	Registered	
	Docket/Number	18452-1-111	
	Class #	Goods	
	028	International	
	TOYS, NAMELY TOY COIN BANKS AND GUMBALL MACHINES		
SUZY HOMEMAKER			
United States	75/194800	2,385,873	
Client/Name	11/7/1996	9/12/2000	9/12/2010
Attorney/Name	J. Lloyd International, Inc.	REG	NAT
Agent/Name	Robert W. Hoke	Registered	
	Docket/Number	18452-1-75	
	Class #	Goods	
	028	International	
	CHILDREN'S TOYS, NAMELY, HOUSEKEEPING TOYS, NAMELY, BROOMS, MOPS, DUST PANS, CARPET SWEEPERS, DUSTERS, ROLE PLAY ACTION TOYS, TEA SETS, COOK AND BAKE OVENS; DOLLS, DOLL CARE SETS COMPOSED OF BABY BOTTLES, BIBS, PLAY DISHES, PLAY FOOD, PLAY PACIFIERS; DRESS-UP TOYS COMPOSED OF PURSES, COSTUMES, SHOES, HATS, JEWELRY; HAIR CARE PRODUCTS, NAMELY, BRUSHES, COMBS, WIGS; APPLIANCES, NAMELY, MIXERS, BLENDERS, OVENS, TOASTERS, BATTERY-OPERATED ACTION TOYS; TOY ACTION FIGURES; PLUSH TOYS, SOFT SCULPTURE TOYS; STUFFED TOYS		

TRADEMARKS FOR OWNER**J. Lloyd International, Inc.**

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>	<i>PublicationDate</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>	<i>ExpirationDate</i>
TEENY TINY BUBBLES	76/510103	2,364,463	
United States	4/28/2003	7/20/2004	7/20/2014
<i>ClientName</i>	<i>DocketNumber</i>	REG NAT	Registered
J. Lloyd International, Inc.	18452-1-76		
<i>AttorneyName</i>	<i>Class #</i>	<i>ClassType</i>	
Robert W. Hoke	028	International	
<i>AgentName</i>	<i>Goods</i>		
	BUBBLE MAKING TOYS		
TILT N TURN	75/855910	2,501,412	
United States	11/22/1999	10/30/2001	10/30/2011
<i>ClientName</i>	<i>DocketNumber</i>	REG NAT	Registered
J. Lloyd International, Inc.	18452-1-78		
<i>AttorneyName</i>	<i>Class #</i>	<i>ClassType</i>	
Robert W. Hoke	028	International	
<i>AgentName</i>	<i>Goods</i>		
	TOY VEHICLES AND TOY ACTION FIGURES		
TIM MEE TOY	74/504322	1,895,181	
United States	3/23/1994	5/23/1995	
<i>ClientName</i>	<i>DocketNumber</i>	REG NAT	Registered
J. Lloyd International, Inc.	18452-1-79		
<i>AttorneyName</i>	<i>Class #</i>	<i>ClassType</i>	
Robert W. Hoke	028	International	
<i>AgentName</i>	<i>Goods</i>		
	TOYS, NAMELY TOY TELEPHONES; GUMBALL COIN BANKS AND OTHER COIN BANKS; CANDY DISPENSERS; TOPS; SAND MOLDS, SHOVELS, BUCKETS AND OTHER SAND TOYS; GARDEN TOOLS, BASEBALLS, BASEBALL BATS, BATTING HELMETS, BATTING TEES, AND BASEBALL PLAY SETS INCLUDING THE PREVIOUSLY LISTED BASEBALL ITEMS; AND GOLF, FISHING, HOCKEY, BADMINTEN, RING TOSS, AND ARCHERY SPORTING EQUIPMENT AND PLAYSETS INCLUDING THE PREVIOUSLY LISTED SPORTING EQUIPMENT ITEMS		

TRADEMARKS FOR OWNER**J. Lloyd International, Inc.**

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>	<i>PublicationDate</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>	<i>ExpirationDate</i>
TIM MEE TOY	74/441949	1,911,542	
United States	9/29/1993	8/15/1996	
<i>ClientName</i>	<i>DocketNumber</i>	REG NAT	Registered
J. Lloyd International, Inc.	18452-1-80		
<i>AttorneyName</i>			
Robert W. Hoke			
<i>AgentName</i>			
	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	028	International	TOYS, NAMELY DOLL ACCESSORIES, TOY ANIMALS, TOY SOLDIERS AND OTHER TOY FIGURES, TOY CARS, TRUCKS, BOATS, AIRCRAFT, ROCKETS AND OTHER TOY VEHICLES, PLAY FURNITURE, TOY TOOLS, PLAY HATS AND HELMETS, 1 TOY GUNS, 1 RIDE-ON TOYS AND PLAYSETS CONTAINING A COMBINATION OF THE PREVIOUSLY LISTED ITEMS
TIMELESS BUBBLES	77/016350	3,273,577	
United States	10/7/2006	8/7/2007	8/7/2017
<i>ClientName</i>	<i>DocketNumber</i>	REG NAT	Registered
J. Lloyd International, Inc.	18452-1-83		
<i>AttorneyName</i>			
Robert W. Hoke			
<i>AgentName</i>			
	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	028	International	BUBBLE-BLOWING TOYS AND BUBBLE-FORMING FLUID INTENDED PRIMARILY FOR CHILDREN'S USE
TOOTSIE TOY	71/411525	0,365,092	
United States	10/12/1938	2/21/1939	
<i>ClientName</i>	<i>DocketNumber</i>	REG NAT	Registered
J. Lloyd International, Inc.	18452-1-82		
<i>AttorneyName</i>			
Robert W. Hoke			
<i>AgentName</i>			
	<i>Class #</i>	<i>ClassType</i>	<i>Goods</i>
	028	International	MINIATURE TOYS AND NOVELTIES, INCLUDING AUTOMOBILES, TRUCKS, TRACTORS, AEROPLANES, BOATS, SUBMARINES, (ZEPPELINS), TRAINS, CANNON, DISHES, (FURNITURE, DOLL-HOUSES), BADGES, WHISTLES, (BASKETBALL IN MINIATURE), GUNS, PISTOLS, (TELEPHONES), (FIRE-ENGINES, DERRICKS, LADDERS, SCALES, BATH-ROOM FIXTURES, AND FORTUNE-TELLING SETS)

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	ApplicationNumber	RegistrationNumber	PublicationDate
CountryName	ApplicationDate	RegistrationDate	ExpirationDate
TOOTSIETOY	71/530477	0,505,201	
United States	8/5/1947	12/28/1948	
<i>ClientName</i>	J. Lloyd International, Inc.		
<i>AttorneyName</i>	Robert W. Hoke		
<i>AgentName</i>			
<i>DocketNumber</i>	18452-1-81	REG	NAT
<i>Class #</i>	028	<i>ClassType</i>	Registered
	International	<i>Goods</i>	
	MINIATURE TOYS-NAMELY, AUTOMOBILES, TRUCKS, TRACTORS, AEROPLANES, BOATS, SUBMARINES, ZEPPELINS, TRAINS, CANNONS, DISHES, DOLL-HOUSES, BADGES, WHISTLES, CHILDREN'S BASKETBALLS, GUNS, PISTOLS, TELEPHONES, FIRE-ENGINES, DERRICKS, LADDERS, SCALES, BATH-ROOM FIXTURES, FORTUNE-TELLING SETS, LIVING-ROOM SUITES, BEDROOM SUITES, DINING-ROOM SETS, ROCKERS, CHAIRS, DAVENPORTS, DESKS, DRESSERS, TABLES, BEDS, AND OTHER TOY FURNITURE		

TOOTSIETOY AMERICA'S OLDEST TOY COMPANY & Design

United States	78/781527	3,366,905	
<i>ClientName</i>	12/28/2005	1/8/2008	1/8/2018
<i>AttorneyName</i>	J. Lloyd International, Inc.		
<i>AgentName</i>	Robert W. Hoke		
<i>DocketNumber</i>	18452-1-83	Z	NAT
<i>Class #</i>	028	<i>ClassType</i>	Registered
	International	<i>Goods</i>	
	BUBBLE MAKING WAND AND SOLUTION SETS; CHILDREN'S MULTIPLE ACTIVITY TOYS; CONSTRUCTION TOYS; DOLL ACCESSORIES; DOLL CLOTHING; DOLL FURNITURE; DOLLS AND ACCESSORIES THEREFOR; INFLATABLE TOYS; JUMP ROPES; MODELED PLASTIC TOY FIGURINES; MOLDED TOY FIGURES; PADDLE BALL GAMES; PULL TOYS; PUSH TOYS; RIDE-ON TOYS; SAND TOYS; TOY AIRPLANES; TOY FIGURES; TOY FURNITURE; TOY GUNS; TOY HOLSTERS; TOY PISTOLS; TOY PUTTY; TOY VEHICLES; TOY VEHICLES AND ACCESSORIES THEREFOR; TOY WEAPONS		

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	ApplicationNumber	RegistrationNumber	PublicationDate
CountryName	ApplicationDate	RegistrationDate	ExpirationDate
TOOTSIETOY FUN . . . PURE AND SIMPLE & Design			
United States	75/638127	2,464,923	
ClientName	2/8/1999	7/3/2001	7/3/2011
AttorneyName	J. Lloyd International, Inc.	DocketNumber	18452-1-25
AgentName	Robert W. Hoke	REG	NAT
			Registered
Class #	ClassType	Goods	
028	International	CHILDREN'S TOYS, NAMELY, DIE-CAST VEHICLES, PLASTIC VEHICLES, MOTORIZED VEHICLES, BUBBLE-BLOWING TOYS, BUBBLE BLOWING SOLUTION, JUMP ROPES, BALL AND JACKS SETS, PADDLE BALLS, HIGH BOUNCE BALLS, BENDABLE FIGURES, TOY BANKS, PUTTY, YO-YOS, BALLOON BLOWING KITS, PADDLE BALLS, MARBLES, BUBBLE MAKING WAND AND SOLUTION SETS, TOY TEA SETS, TOY COSMETICS, TEA SETS, IMITATION FOOD, COOKING SETS, CLEANING ROLE PLAY TOYS, FOOD AND DRINK PREPARATION SETS, TOY COSMETICS, TOY CAP GUNS, TOY CAP GUN ACCESSORIES, WESTERN OUTFITS, BUILDING BLOCKS, MAGNETIC BOARDS, CHALK BOARDS, MAGNETIC NUMBERS AND LETTERS, POUNDING BENCHES, BEADS, BATH TOYS, EGG COLORING KITS, EASTER NOVELTY TOYS, YO-YO'S, MARBLES, ACTION FIGURES, PLAY PUTTY, PLASTIC BALLOONS, AND WOOD BUILDING BLOCKS	

URBAN NATION			
United States	78/401721	3,399,371	
ClientName	4/14/2004	3/18/2008	3/18/2018
AttorneyName	J. Lloyd International, Inc.	DocketNumber	18452-1-99
AgentName	Robert W. Hoke	Z	NAT
			Registered
Class #	ClassType	Goods	
028	International	RADIO CONTROLLED AND REMOTE CONTROLLED TOY VEHICLES	

TRADEMARKS FOR OWNER**J. Lloyd International, Inc.**

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>	<i>PublicationDate</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>	<i>ExpirationDate</i>
WASHINGTON MINT	781810089	3,366,948	
United States	2/8/2006	1/8/2008	1/8/2018
<i>ClientName</i>	<i>DocketNumber</i>	<i>Z</i>	<i>NAT</i>
J. Lloyd International, Inc.	18452-1-95		Registered
<i>AttorneyName</i>	<i>Class #</i>	<i>ClassType</i>	
Robert W. Hoke	028	International	
<i>AgentName</i>	<i>Goods</i>		
	MODEL CARS; TOY MODEL CARS; TOY MODEL HOBBYCRAFT KITS; TOY MODEL KIT CARS; TOY MODEL VEHICLES AND RELATED ACCESSORIES SOLD AS UNITS		

Deleted in Extens of Time filed 5/7/071 - MODELED PLASTIC TOY FIGURINES; SCALE MODEL AIRPLANES; TOY MODEL TRAIN SETS

WEIRD-OHS	77391505	3,498,800	
United States	2/7/2008	9/9/2008	9/9/2018
<i>ClientName</i>	<i>DocketNumber</i>	<i>REG</i>	<i>NAT</i>
J. Lloyd International, Inc.	18452-1-153		Registered
<i>AttorneyName</i>	<i>Class #</i>	<i>ClassType</i>	
Robert W. Hoke	016	International	
<i>AgentName</i>	<i>Goods</i>		
	TRADING CARDS		
	028	International	
	<i>Goods</i>		
	TOY ACTION FIGURES		
WEIRD-OHS & Design	741409344	1,826,474	
United States	7/6/1993	3/15/1994	
<i>ClientName</i>	<i>DocketNumber</i>	<i>REG</i>	<i>NAT</i>
J. Lloyd International, Inc.	18452-1-86		Registered
<i>AttorneyName</i>	<i>Class #</i>	<i>ClassType</i>	
Robert W. Hoke	028	International	
<i>AgentName</i>	<i>Goods</i>		
	TOYS; NAMELY, CONSTRUCTION HOBBY KITS FOR MAKING CARICATURE MODELS OF FIGURES AND VEHICLES		

Thursday, December 11, 2008

TRADEMARKS FOR OWNER

J. Lloyd International, Inc.

MarkName	ApplicationNumber	RegistrationNumber	PublicationDate
CountryName	ApplicationDate	RegistrationDate	ExpirationDate
WONDER & Design			
United States	71/016762	0,554,476	
ClientName	7/21/1961	2/5/1962	
AttorneyName	J. Lloyd International, Inc.	REG	NAT
AgentName	Robert W. Hoke	18452-1-88	Registered
Class #	ClassType	Goods	
028	International	LIQUID BUBBLE BLOWING COMPOSITIONS, PLASTIC BUBBLE BLOWING COMPOSITIONS, BUBBLE BLOWING DEVICES AND BUBBLE BLOWING KITS FOR CHILDREN'S USE AS TOYS	
WONDER GRIP			
United States	75/798553	2,589,055	
ClientName	9/14/1999	7/2/2002	7/2/2012
AttorneyName	J. Lloyd International, Inc.	REG	NAT
AgentName	Robert W. Hoke	18452-1-89	Registered
Class #	ClassType	Goods	
028	International	PADDLE BALLS AND JUMP ROPES	

Thursday, December 11, 2008

TRADEMARKS FOR OWNER

Strombecker Corporation

MarkName	ApplicationNumber	RegistrationNumber	PublicationDate
CountryName	ApplicationDate	RegistrationDate	ExpirationDate
TOOTSIETOY	32338/90	2 468 752	
Japan	3/22/1990	10/30/1992	
ClientName	J. Lloyd International, Inc.	DocketNumber	18452-1-F32
AttorneyName	Robert W. Hoke	REG	NAT
AgentName		Class #	028
		Class Type	Goods
		International	Registered

Criteria	#Name?
Order by Owner then	#Name?
Record Count	177